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**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, AUGUST 3, 2005, 7:00 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – David Eisner, Congregation Ohr Shalom

APPOINTMENTS

RATIFY BUILDING CODE BOARD OF APPEALS APPOINTMENTS

CITIZEN COMMENTS

Tawny Espinoza, Steps to a Healthier Mesa County Coordinator, will present a brief overview of the “Live Well” Initiative

*** Rick Rieger, 216 Willow Brook Rd, would like to address the Smoking Ordinance

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the July 18, 2005 Workshop, Approve the Minutes of the July 20, 2005 Special Session and the July 20, 2005 Regular Meeting

2. **Grant for Airport Improvement Program at Walker Field Airport for Ramp Expansion**

[Attach 2](#)

The Airport Improvement Program (AIP-30) is for the expansion and rehabilitation of the air carrier ramp north of the Walker Field terminal building. The project will expand the ramp north toward Runway 11/29 to provide more maneuvering room for aircraft around the terminal expansion accomplished last year. The ramp around this expansion will be milled to a depth of 8” and re-laid at the same time. The estimated grant amount is \$3,500,000.00. The

Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor to Sign FAA AIP-30 Grant for the Capital Improvements at Walker Field Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-30

Presentation: Eddie F. Storer, Project and Airfield Manager, Walker Field Airport Authority

3. **National Incident Command System** [Attach 3](#)

Under Homeland Security Presidential Directive-5 (HSPD-5) the Secretary of the United States Department of Homeland Security was directed to develop and administer a national incident management system, which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

Resolution No. 136-05 – A Resolution Adopting the National Incident Management System (NIMS)

®Action: Adopt Resolution No. 136-05

Staff presentation: Rick Beaty, Fire Chief

4. **Setting a Hearing for the Loggains Annexation, Located at 2234 Railroad Avenue** [File #ANX-2005-162] [Attach 4](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 5.69 acre Loggains Annexation consists of 1 parcel.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 137-05 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Loggains Annexation, Located at 2234 Railroad Avenue

®Action: Adopt Resolution No. 137-05

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Loggains Annexation, Approximately 5.69 Acres, Located at 2234 Railroad Avenue

Action: Introduction of Proposed Ordinance and Set a Hearing for September 7, 2005

Staff presentation: Senta L. Costello, Associate Planner

5. **Setting a Hearing on Zoning the Water's Edge No. 2 Annexation, Located at 2927 D Road** [File #ANX-2005-116] [Attach 5](#)

Introduction of a proposed zoning ordinance to zone the Water's Edge No. 2 Annexation RMF-8, located at 2927 D Road.

Proposed Ordinance Zoning the Water's Edge No. 2 Annexation to RMF-8, Located at 2927 D Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 17, 2005

Staff presentation: Senta L. Costello, Associate Planner

6. **Setting a Hearing for the Pomona Commons Rezone, Located at 589 25 1/2 Road** [File #RZ-2005-163] [Attach 6](#)

A request to rezone 1.92 acres from RMF-5 to RMF-12. The property is located at 589 25 1/2 Road.

Proposed Ordinance Zoning 1.92 Acres of Land Located at 589 25 1/2 Road, Known as Pomona Commons

Action: Introduction of Proposed Ordinance and Set a Hearing for August 17, 2005

Staff presentation: Lori V. Bowers, Senior Planner

***** END OF CONSENT CALENDAR *****

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

7. **Mesa County School District #51 Agreement for the Construction of a City Gym/Activity Center at Bookcliff Middle School** [Attach 7](#)

Previously the City Council authorized an expenditure of \$81,000 for the development, design and bidding of a second gym at Bookcliff Middle School. On July 14, 2005 bids were opened by the School District, with an overall low bid for the construction of Bookcliff Middle School being submitted by FCI Contractors of Grand Junction, Colorado. The City Council is being asked whether or not to proceed with the construction of a City gymnasium/activity center at Bookcliff Middle School.

Action: Authorize the City Manager to Sign an Agreement with School District #51 that will Authorize the Use of the Facility as well as Lay Out the Terms for the Financing of the Construction Not to Exceed \$1.2 Million for the Development of a City Gymnasium/Activity Center at Bookcliff Middle School

Staff presentation: Kelly Arnold, City Manager

8. **Public Hearing - Reduction of Distance Restriction for Brew Pub Liquor Licenses to College Campuses** [Attach 8](#)

State law requires five hundred feet, using direct pedestrian access, from the property line of a school to the liquor-licensed premise; however, the law also allows local jurisdictions to reduce that distance for a certain class of license for one or more types of schools. In 1987, the Grand Junction City Council reduced the distance for full service restaurant licenses from college campuses to 300 feet and then in 2004, the City Council eliminated the distance restriction from college campuses to full service restaurant licenses. The City Council has now been requested to consider reducing the distance restriction from college campuses to brew pub liquor licenses.

Ordinance No. 3803 – An Ordinance Amending Section 4-52 of the Grand Junction Code of Ordinances Reducing the Distance a Brew Pub Liquor Licensed Premise Must Be from the Principal Campus of a College or University in the City of Grand Junction

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3803

Staff presentation: Stephanie Tuin, City Clerk
John Shaver, City Attorney

9. **Public Hearing – Vacating a Public Right-of-Way – Forrest Run Subdivision, Located at 641 29 ½ Road** [File #VR-2005-052] [Attach 9](#)

The petitioner is requesting approval of a vacation of a 25 foot wide public road right-of-way located on the west side of Marchun Drain. The road right-of-way was dedicated in the County as part of the Holton's Haciendas Subdivision. There is no improved road or utilities within the right-of-way.

Ordinance No. 3813 – An Ordinance Vacating a Public Road Right-of-Way Located at 641 29 ½ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3813

Staff presentation: Pat Cecil, Development Services Supervisor

10. **Public Hearing – Zoning the Pear Park School Annexation, Located at 2927 and 2927 ½ D ½ Road to CSR** [File # ANX-2005-125] [Attach 10](#)

Hold a public hearing and consider the final passage of the zoning ordinance to zone the Pear Park School Annexation CSR, located at 2927 and 2927 ½ D ½ Road. The Pear Park School Annexation consists of 2 parcels on 20.42 acres and zoning being requested is CSR.

Ordinance No. 3814 – An Ordinance Zoning the Pear Park School Annexation to CSR, Located at 2927 and 2927 ½ D ½ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3814

Staff presentation: Senta L. Costello, Associate Planner

11. **Purchase of Property at 600 Noland Avenue for the Riverside Parkway Project** [Attach 11](#)

The City has entered into a contract to purchase right-of-way at 600 Noland Avenue from The Sterling Company. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

Resolution No. 138-05 – A Resolution Authorizing the Purchase of Right-of-Way at 600 Noland Avenue from The Sterling Company

®Action: *Adopt Resolution No. 138-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

12. **Purchase of Property at 912 Struthers Avenue for the Riverside Parkway Project** [Attach 12](#)

The City has entered into a contract to purchase the property at 912 Struthers Avenue from James P. Jeffryes. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 139-05 – A Resolution Authorizing the Purchase of Real Property at 912 Struthers Avenue from James P. Jeffryes

®Action: *Adopt Resolution No. 139-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

13. **Initiation of Condemnation Proceedings for the Acquisition of 2403 River Road for the Riverside Parkway Project** [Attach 13](#)

The proposed resolution will authorize the City to initiate condemnation proceedings to acquire a portion of a parcel at 2403 River Road. The City needs 348 sq. ft. of right-of-way at the northwest corner of the property for the Parkway project and a 2,001 sq. ft. multipurpose easement.

Resolution No. 140-05 – A Resolution Determining the Necessity of and Authorizing the Acquisition of Certain Property, by Either Negotiation or Condemnation, for Municipal Public Facilities

®Action: *Adopt Resolution No. 140-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

14. **NON-SCHEDULED CITIZENS & VISITORS**

15. **OTHER BUSINESS**

16. **ADJOURNMENT**

Attach 1

Minutes of Previous Meetings

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY July 18, 2005

The City Council of the City of Grand Junction, Colorado met on Monday, July 18, 2005 at 7:00 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Councilmember Doug Thomason was absent.

Summaries and action on the following topics:

1. **CITIZEN SURVEY REPORT:** Presentation of the City's 2005 Household Survey by Dr. Jerry Moorman. Assistant City Manager David Varley reviewed the City's history of conducting these citizen surveys. With six years of data, trends and directions can be identified. Dr. Jerry Moorman, who has conducted all the surveys, said the purpose is to determine the quality of life and how citizens rate City services. Services continue to be rated above the mid range. Citizens still think Grand Junction is a great place to live. 4,470 surveys were returned out of the 19,000 sent out. Controls are in the survey to ensure statistical accuracy. 79% of households rate Grand Junction as a great place to live. Provision of services was very much the same as two years ago. Crosstabulations were run by gender, age, etc. Trash service was rated the highest and the lowest rated service was weed control and it is declining. The junk and rubbish rating has also declined. The rating for Neighborhood Safety was significant as the rating was nearly the same all three years. City employee courteousness, helpfulness and timeliness were all rated high, well above the midpoint.

Regarding statistical analysis, Dr. Moorman looks for significant differences. Those with downward trends were street maintenance and repair, enforcement of traffic laws, crime prevention, weed control, and junk and rubbish control (which went below mid point). The upward trends included fire protection, recreation programs, and storm water collection (a large increase). In conclusion, Dr. Moorman stated that people like living in Grand Junction, they are pleased with the services, and they like the employees of the City.

Councilmember Coons asked about medians versus means and if comparisons are made. She noted that average people don't respond typically, it is the unhappy and the happy people that do. Dr. Moorman said he looks at the standard deviation but is restricted in running a significance test to the medians.

Council President Pro Tem Palmer asked if the large influx of new people is taken into consideration. Dr. Moorman said he looks at that with his crosstabulations, looking at how long individuals have lived here.

Council President Pro Tem Palmer commented that it is great for Council to keep their pulse on how the citizens feel. Dr. Moorman said the response rate is phenomenal and he commended the Council for continuing to conduct this survey.

Councilmember Spehar noted that the City conducts this survey every other year and does a Strategic Plan survey in the interim years. He asked Dr. Moorman if that is still a valid plan. Dr. Moorman said the two tools, the interim survey being a telephone survey, is a strong system.

Dr. Moorman noted that there were over 3,100 comments received with the survey. They are sorted and categorized and made available to City staff.

Action Summary: The City Council thanked Dr. Moorman for his work on the survey and accepted the report.

2. **LISTENING TO BUSINESS REPORT:** Discussion of the report and guidance on the suggested work program and actions. Assistant to City Manager Sheryl Trent introduced Georgann Jouflas who conducted the Listening to Business program. It was commissioned by the Economic Development Partners group. Ms. Jouflas explained that 100 companies were interviewed. They were clustered into similar industries. She then described the results and the information that came from the interviews. Opportunities and weaknesses were identified. Regarding planning activities, staff attitude and disagreement with landscaping regulations were two main issues that surfaced. The lack of certain services for manufacturers in the area was a weakness. Anodizing, shipping consolidation, networks and low cost high speed internet were areas lacking. Many of the companies interviewed did not realize that other similar manufacturers had same problems. Another weakness identified was workforce training – specifically the midlevel workforce, with work ethic and technical and mechanical know-how also being workforce issues.

Recruitment of professionals to the area is affected by the lack of shopping (“Nordstrum Effect”), the quality of schools and the lack of critical mass, that is, other similar type jobs in areas not available.

Under threats, a big issue was the lack of room to grow, especially with planning costs. Another piece of that is a higher cost of expansion due to lack of a manufacturing base.

Ms. Jouflas then addressed opportunities to improve the economic development picture. These included strengthening programs that facilitate innovation, market responsiveness and cost control, facilitating the development of a manufacturers' network, building critical mass, recruiting services such as the anodizing that is needed, developing a corporate liaison to build relationships with remote headquarters.

Ms. Jouflas recommended for the next step that it would be important to develop a mechanism to measure those things the City is trying to grow so they know if their efforts are successful. She recommended the City build a comprehensive vision, select targeted industries, and figure out the internal resources that stem from each entity and then collectively build on those strengths. Encouraging programs that assist businesses, developing work force, high speed internet, continue to listen to businesses, and be proactive were all opportunities. She encouraged everyone come together to create this vision.

Councilmember Coons asked if those interviewed were concerned with wages as the cost of living increases. Ms. Jouflas said the companies have two opposing views on that issue. The low cost work force many times is the reason for some companies to move here but when looking at work force and work ethic, they say they would pay more if people would work for it. It is her view that since most of the companies interviewed were paying an average of \$13 per hour, that low pay is not reason for low work ethic.

Councilmember Coons asked about business clustering, noting success in other communities due to clustering. She asked if there are trends worth developing here. Ms. Jouflas responded that certainly health care and energy industry clusters are going to increase in this area no matter what. On the other hand, manufacturing is a great industry cluster as long as it is pretty broad in type.

Councilmember Doody asked if these companies, in order to improve workforce training, are offering tuition reimbursement. Ms. Jouflas replied that most are increasing their training budgets but the complaint was that workers didn't stay long enough to get proper training.

Council President Pro Tem Palmer asked if expansion needs is for physical structure or infrastructure. Ms. Jouflas said most concerns were relative to structure size. The median size needed is 6,000 square feet.

Council President Hill stated that the planning concerns, whether they are reality or appearance, need to be fixed. He asked for suggestions on how to do that. Ms. Jouflas suggested working with these firms one on one and making some changes.

Council President Hill pointed out that not everything being brought out is for the City to do so he was glad the presentation was being broadcast. Ms. Joufflas commented that many of the companies were pleased that someone was asking the questions and taking an interest.

Councilmember Spehar agreed that business people were anxious to talk and share what they do. He thought it was important that the City show it will be responsive to their concerns and to continue to do these interviews in order to see how things have progressed and also what new issues emerge.

Assistant to the City Manager Sheryl Trent asked for direction on how to proceed.

Councilmember Spehar stated the City should take time to think about specific areas but as far as the ED Partners group, they need to determine if it should go forward and how the City could participate. He thought it important that the City be strategic and not try to do a little of everything.

Councilmember Coons agreed but noted there were a few quick fixes that could be addressed right away. There are other areas that need to be targeted but Council will need to prioritize. Ms. Trent asked if there are 5 or 6 items staff should work on. Items identified include the quick response team and the corporate liaison structure. Ms Trent noted that both senior administrative staff and City Council could make contacts in their travels to various jurisdictions.

Councilmember Spehar said the City should address both the perception and the realities of the planning issues as a high priority but not in a defensive way. He noted that the landscaping requirements have been changed and that needs to be communicated. Other planning items that could be addressed are workload and long term planning. Councilmember Coons added the inconsistency between City and County could also be addressed early on. Work ethic and training was also mentioned.

Ms. Trent asked if the ED Partners group should be expanded to include Mesa State, UTEC and the Workforce Center. Councilmember Spehar said he thought they were already members. Ms. Trent suggested that subcommittees be formed to get things accomplished. Council thought that should be a decision made by the ED Partners Group. Ms. Trent suggested using the September 19th date for a special session, to focus and accomplish some things. Council agreed that might be a good idea.

Action Summary: Assistant to the City Manager Trent stated she will proceed as outlined in her report and Council did not object.

Council President Hill called a recess at 8:52 p.m.

The meeting reconvened at 9:02 p.m.

3. **DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT:**
The City Clerk and City Attorney will review the process and the next steps required if the proposed District is formed by the City Council following the public hearing in August. City Clerk Stephanie Tuin explained the process of forming a Business Improvement District and touched upon the current proposal. She also outlined the election process for a special assessment within the Business Improvement District.

Action Summary: Council President Hill stated that the first reading for the proposed Downtown Grand Junction Business Improvement District is on Wednesday's agenda and will be discussed in greater detail at the public hearing which will be set for August 17, 2005.

4. **UPDATE ON GRAND JUNCTION STORM WATER ORDINANCE: 5-2-1 DRAINAGE AUTHORITY:** An update on a proposed Storm Water Ordinance and on the status of the 5-2-1 Drainage Authority. Public Works Manager Tim Moore reviewed the proposed ordinance which is tied to the Clean Water Act and is a requirement of that Act. In order to continue to comply and administer the program, another staff person will be needed. It is being suggested that the ordinance be adopted in August and effective January 1, 2006.

The Act lays out six requirements that must be addressed: illicit discharge for storm water, construction site runoff control, post-construction storm water management (that is making sure those facilities are in compliance), and have a plan for pollution prevention for municipal facilities. The other two issues are in line with the new 5-2-1 Drainage Authority, public education and public involvement. There will be some entities that are not used to having to comply with regulations like these and they will have to be educated. HOA's and their existing facilities will be grandfathered in. Councilmember Spehar asked how the City will be able to comply with the standards if the existing facilities are not brought up to Code. City Attorney Shaver said the City feels it can meet the requirements. Mr. Moore said that they might be more concerned if there was not the 5-2-1 Authority that will help with compliance. Councilmember Coons inquired if all entities are coordinating. Mr. Moore said yes, all the entities are involved in the 5-2-1 Authority and the storm water ordinance being proposed will hopefully be used as a model in other adjacent jurisdictions.

Mr. Moore reviewed the process of developing the ordinance and what entities were brought into the discussion, the types of meetings that were held and how it progressed. A general consensus was reached through this collaboration. Training during the outreach has been ongoing; these are not high-tech solutions

but rather just the use of certain materials, etc. The implementation strategy from the group was to take this slow, with a full year of implementation to include education, training, a dedicated staff person and making modifications to the plan as needed, with fines and penalties being the last resort. The permit will require annual inspections of best management practices. That responsibility will certainly grow as new subdivisions come on line. Each entity in the Drainage Authority has different permits and therefore has different timelines. Grand Junction is required to get the ordinance in place first per the City's permit. The hope though is to have the requirements uniform within the 201 boundary.

Mr. Moore then reviewed how the 5-2-1 Authority was created one year ago with a goal to address storm water issues, especially projects that cross jurisdictional lines like canals. Councilmember Jim Doody is the City's representative on that board. A rate study is the next significant project the Authority is taking on. Regarding Phase II regulations, public involvement and public education, they can be implemented through the 5-2-1 Authority.

Councilmember Doody advised that the boundary is to be set by the Authority and that is where the rates will be charged. Mr. Moore concurred but noted that there may be different standards depending on the area because the entire area that is buildable in the valley would be the initial boundary.

Councilmember Doody inquired if the Phase II requirements are mandated. Mr. Moore responded affirmatively. Councilmember Doody suggested using the DRIP (drought response) program public service announcement with Commissioner Bishop as a model for the educational campaign for this program.

Council President Hill advised these are two very significant, but separate issues, and he had hoped that implementation would take place valley-wide at the same time through the 5-2-1 Authority since, regardless of individual timelines, all jurisdictions will have to comply eventually.

Action Summary: Staff was directed to encourage the other jurisdictions to come on board as quickly as possible and then to bring the City's ordinance forward.

ADJOURN

The meeting adjourned at 9:55 p.m.

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

JULY 20, 2005

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, July 20, 2005 at 5:30 p.m. in the Administration Conference Room, 2nd Floor of City Hall. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill (arrived 6:15 p.m.). Absent was Councilmember Doug Thomason. Also present was Assistant City Manager David Varley.

Other staff members present were City Attorney John Shaver, Public Works & Utilities Director Mark Relph, Riverside Parkway Project Engineer Jim Shanks, Utilities Engineer Trent Prall and Water Services Superintendent Terry Franklin.

Council President Pro Tem Palmer called the meeting to order.

Councilmember Beckstein moved to go into executive session to discuss the City's position, and to instruct the City's negotiators regarding contract negotiations with Grand Mesa Reservoir Company pursuant to Section 402 4 e of Colorado's Open Meetings Act and to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest pursuant to Section 402 4 a of the Open Meetings Act relative the Riverside Parkway and will not be returning to open session. Councilmember Doody seconded the motion. The motion carried.

The City Council convened into executive session at 5:33 p.m.

Stephanie Tuin, MMC
City Clerk

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING**

JULY 20, 2005

The City Council of the City of Grand Junction convened into regular session on the 20th day of July 2005, at 7:01 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Jim Doody, Gregg Palmer, Jim Spehar, Teresa Coons and President of the Council Bruce Hill. Councilmember Doug Thomason was absent. Also present were Assistant City Manager David Varley, City Attorney John Shaver and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Spehar led in the pledge of allegiance. The audience remained standing for the invocation by Ken Lowe, River of Life Alliance Church.

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO THE DOWNTOWN DEVELOPMENT AUTHORITY

Peggy Page was present to receive her certificate.

TO THE WALKER FIELD PUBLIC AIRPORT AUTHORITY

John Stevens was present to receive his certificate.

PROCLAMATIONS/RECOGNITIONS

PROCLAIMING JULY 30, 2005 AS "CELEBRATE THE AMERICANS WITH DISABILITIES ACT DAY" IN THE CITY OF GRAND JUNCTION TOGETHER WITH THE COUNTY OF MESA

APPOINTMENT

TO THE GUNNISON BASIN COMPACT COMMITTEE (RESOLUTION NO. 130-05)

Councilmember Spehar moved to adopt Resolution No. 130-05 appointing and assigning Dan Vanover to the Division 4 Basin Roundtable. Council President Pro Tem Palmer seconded the motion. Motion carried.

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Coons, seconded by Councilmember Beckstein and carried by roll call vote to approve Consent Items #1 through #5.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the July 6, 2005 Special Session and the July 6, 2005 Regular Meeting

2. **Setting a Hearing for the Reduction of Distance Restriction for Brew Pub Liquor Licenses to College Campuses**

State law requires five hundred feet, using direct pedestrian access, from the property line of a school to the liquor-licensed premise; however, the law also allows local jurisdictions to reduce that distance for a certain class of license for one or more types of schools. In 1987, the Grand Junction City Council reduced the distance for full service restaurant licenses from college campuses to 300 feet and then in 2004, the City Council eliminated the distance restriction from college campuses to full service restaurant licenses. The City Council has now been requested to consider reducing the distance restriction from college campuses to brew pub liquor licenses.

Proposed Ordinance Amending Section 4-52 of the Grand Junction Code of Ordinances Reducing the Distance a Brew Pub Liquor Licensed Premise Must Be from the Principal Campus of a College or University in the City of Grand Junction

Action: Introduction of Proposed Ordinance and Set a Hearing for August 3, 2005

3. **Setting a Hearing for the Formation of Downtown Grand Junction Business Improvement District**

The Downtown Grand Junction Business Improvement District group has turned in petitions which represent more than 50% of the property owners in the proposed Business Improvement District. At the hearing, the City Council will determine if the petitions were signed in conformity with the law and if the District should be formed. The City Council may exclude property from the District as allowed by statute or if it deems it to be in the best interest of the District. Once the Improvement District is formed, the petition group has asked that Council set a special election for November 1, 2005 for a ballot question on a special assessment and authorizing the retention of all revenues (de-Brucing).

Proposed Ordinance Establishing the Downtown Grand Junction Business Improvement District and Approving an Operating Plan and Budget Therefor

Action: Introduction of Proposed Ordinance and Set a Hearing for August 17, 2005

4. **Setting a Hearing – Vacating a Public Right-of-Way – Forrest Run Subdivision, Located at 641 29 ½ Road** [File #VR-2005-052]

The petitioner is requesting approval of a vacation of a 25 foot wide public road right-of-way located on the west side of Marchun Drain. The road right-of-way was dedicated in the County as part of the Holton's Haciendas Subdivision. There is no improved road or utilities within the right-of-way.

Proposed Ordinance Vacating a Public Road Right-of-Way Located at 641 29 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 3, 2005

5. **Setting a Hearing on Zoning the Pear Park School Annexation, Located at 2927 and 2927 ½ D ½ Road** [File # GPA-2005-125]

Introduction of a proposed zoning ordinance to zone the Pear Park School Annexation CSR, located at 2927 and 2927 ½ D ½ Road.

Proposed Ordinance Zoning the Pear Park School Annexation to CSR, Located at 2927 and 2927 ½ D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 3, 2005

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing – Zoning the Munkres-Boyd Annexation, Located at 2866 A ¾ Road [File #ANX-2005-089] **CONTINUED FROM JULY 6, 2005**

Hold a public hearing and consider final passage of the zoning ordinance to zone the Munkres-Boyd Annexation RSF-4, located at 2866 A ¾ Road. The Munkres-Boyd Annexation consists of 1 parcel on 6.04 acres and the zoning being requested is RSF-4.

The public hearing was opened at 7:12 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the location, the current and prior uses and the surrounding zoning within the City limits. The remaining surrounding areas are County and she described that zoning. A request was received for the Planning Commission to rehear the matter which was denied. Ms. Costello displayed a slide that showed lot sizes in the immediate area. She identified lots representing property owners that have submitted letters opposing the requested zoning. Ms. Costello also had a map showing the areas in that vicinity that have been annexed and also a map showing new subdivisions and their assigned zoning. All are RSF-4 or greater in density. Planning Commission did maintain their recommendation for RSF-4.

Bob Jasper, representing the petitioner, said the existing zoning for the property when in the County was RSF-4. The Persigo Agreement allows the same zoning to be applied to annexed property. The requested zoning meets the Growth Plan designation. It is adjacent to an older neighborhood that has bigger lots. The developer, Ted Munkres, looks to build housing that is more affordable. The property is right on the highway and not necessarily suitable for larger houses with bigger lots. They held a neighborhood meeting, which was not required. Traffic was one issue raised. The traffic flows for the area have not been clarified; there is more than one option. Another concern was pedestrians and children using the roads to get to the bus stop. The developer is therefore looking at building trails in the area as his development will be designed for families.

Councilmember Coons inquired what Council's leeway is in placing requirements for traffic flow. City Attorney Shaver stated that this is a review of zoning and the Code specifically states that those issues will be addressed during the design process. Many of the neighborhood comments will probably address these items and Council may articulate their desires to the developer.

Carol Ward, 2860 Casimir Drive, supports the Sharon Heights neighborhood community but is against the RSF-4 zoning for the Munkres-Boyd subdivision. Although Sharon Heights has been zoned RSF-4 for 60 years, and while Planning Commission sympathized, they still recommended the requested zoning. She cited Growth Plan goals under the Executive Summary are "focusing on unique needs of each neighborhood." In Chapter 3, under community values, the community perceptions and values were the bases of the Growth Plan, therefore new growth should be appropriate. She felt appropriate meant compatible. There are numerous references in the Growth Plan to quality of life, maintaining the integrity of established neighborhoods and addressing unique neighborhood needs. A number of other policies in the Growth Plan, as well as goals, were quoted by Ms. Ward as excerpted and provided in hard copy to the City Council (see attached). She read the definition of compatible in the appendices of the Growth Plan which said "capable of existing together without conflict or negative land use effects." The Growth Plan recognizes the unique features of neighborhood area and recommends the adoption and use of

neighborhood plans. She also included an excerpt from the Orchard Mesa Neighborhood Plan regarding compatibility, page 29 "Zoning should be compatible with existing development densities on Orchard Mesa." She said the proposed density will have a negative affect on their neighborhood. She stated that most of the homes in the Sharon Heights are 2 units per acre, while some have as much as an acre of ground. She felt the proposed development to be incompatible. She said the neighborhood's major concern is traffic and safety. A traffic count on Rainbow Drive performed by Mesa County determined it could handle more traffic; she disagrees. Her main concern is the intersection of A ¾ Road and Rainbow Drive, the sight distance is poor. She then detailed the various options for traffic and how the roads identified by the developer as possibilities are not adequate to handle current yet alone additional traffic. She asked Council to consider RSF-2 or less as a more compatible zoning for the existing neighborhood.

Chuck Beauchamp, 230 28 ½ Road, sees real problems with a real development. He is speaking on behalf of his 86 year old mother-in-law who has no irrigation water because Mr. Munkres refuses to reestablish her water ditch. Mr. Munkres insists that the irrigation water is for the exclusive use of his development, Fox Run. Mr. Beauchamp referred to the plat drawing he distributed and pointed out the plat makes it clear. He offered the information not to get any action from the Council but to offer it as an example of the pattern of behavior of this developer.

Dana Stilson, 168 Rainbow Drive, realizes Orchard Mesa is targeted for urbanization. Blanket growth does not work, especially in their neighborhood and is worth fighting for. Ms. Stilson is disappointed by Planning Commission's decision. The development is in the middle of their subdivision which is 27 homes on 18 acres. Ms. Stilson is asking the Council to make a decision that not only works for the developer but also the neighborhood. The only way to save this neighborhood's integrity is to zone the Munkres-Boyd development RSF-2.

Teresa Manti, realtor, speaking on behalf of the development, understands the concerns, is asking to look at bigger picture which would include solid and steady growth. Ms. Manti stated sprawl is not wonderful, but the Growth Plan was passed to alleviate sprawl and that is why higher density should go into the infill areas and be closer to the main arteries. Ms. Manti's main concern is the rising cost of housing; many families cannot even afford housing now and it is getting worse.

Allen Crim, 184 Rainbow Drive, looked at the map and noted to the north and west of 28 ½ Road, there is affordable housing. There are numerous developments in the area that are RSF-4; the issue is that this area is surrounded by Sharon Heights subdivision. They are not opposed to a subdivision, but opposed to greater density, not opposed to growth. They can

accept the change in the area, but just don't want it to be injurious to their neighborhood.

Dale Nelson, 182 Rainbow Drive, lives right across the fence from the property in question, and has lived there 21 years and believes they should have a say to what happens in their neighborhood.

Joe Lenahan, 179 Rainbow Drive, stated there is a new subdivision behind him with a fence for that subdivision between his property and the subdivision. The developer has worked with him, but is still concerned about this new subdivision. Mr. Lenahan delivers the mail there and the intersection at A $\frac{3}{4}$ Road and Rainbow Drive is a terrible intersection.

Constance Murphy, 2863 $\frac{1}{2}$ A $\frac{3}{4}$ Road, told her family history and described her property. She said the development will destroy her view.

Laurie Jo Elisha, 2865 A $\frac{3}{4}$ Road, stated the development is right across the street and will impact them greatly. The children now can use the road to go to the neighbors. She asked how can the City annex and invite City traffic into the County. She is concerned about making the roads safe and adequate for her children. The City should grow on City roads. The 23-house subdivision will have at least 50 cars, no sidewalks for bus stops and she questions the ability of a bus coming up the road. This road is so tight the garbage truck has to back down the road. The RSF-2, $\frac{1}{2}$ acre per home, would be more like the rural area. She always has a lot of children in her yard and wants to keep it a nice neighborhood.

Robert Tinkle, 167 Rainbow Drive, has an acre and a half and said there are nice homes close to the highway in their neighborhood.

Jess McElroy, 186 Rainbow Drive, keeps hearing the cost for the developer. The developer just purchased this property last year but there are people who have a lifetime of investment.

Kevin Elisha, 2865 A $\frac{3}{4}$ Road, has sent a letter expressing his opinions. His big issue that with the annexations that have taken place in Orchard Mesa, the City has not kept up with the parks and green space for the area. The developers are buying up land so there won't be any green space left. The development plan said the City would honor existing areas.

Bertie Deering, 2868 A $\frac{3}{4}$ Road, is to the right of the subdivision on an acre and a half with an orchard. Ms. Deering went to the Planning Commission and inquired about selling their orchard and was told about all the improvements they would have to do. She wondered why the same was not true for this development. Ms. Deering asked for 2 homes per acre.

Joseph Hayes, 185 Rainbow Drive, first acknowledged Councilman Doody for all the good work he has done for Vietnam Veterans. He then said the developer is taking an undeveloped parcel within Sharon Heights and plans to transform it into either 2 or 4 units per acre. He gave the history of the area and described the current state of the area. The Growth Plan calls for compatibility with existing neighborhoods many times. He defined compatibility and said the proposal is not compatible. Planning Commissioner Putnam voted against the zoning due to incompatibility. He noted that Ms. Costello also expressed the opinion that RSF-2 would be the most compatible. Community Development Director Blanchard was quoted in the paper as saying that RSF-2 would be acceptable under the Growth Plan. Other issues he views are traffic, access, safety and noise. He disagreed that doubling the density is compatible. He stated the access would be through the Sharon Heights Subdivision and it is a blind intersection. He said Bob Jasper, representing the developer, stated they followed all the rules and cannot make a profit without this density. Mr. Jasper also accused the neighbors of being NIMBY (Not in My Back Yard), which is not true. They are not opposed to the development as long as it is compatible.

Gaylynn Boelke, 167 29 Road, her concerns are the Council's considerations on parks, schools for Orchard Mesa, crime protection, local post office, traffic lights, and asked what will Orchard Mesa look like in 5 to 10 years.

Chris Boelke, 167 29 Road, is concerned with the monetary benefit as opposed to what will be lost.

There were no other public comments.

The public hearing was closed at 8:28 p.m.

Bob Jasper, the developer's representative, said he did go out and talk to the neighbors and was surprised how he was heard. Munkres-Boyd is a one shot LLC, not a big corporation. Mr. Jasper stated what they considered a nice neighborhood, noting that they did follow the rules, looked at broader things of importance like the need for affordable housing. Mr. Jasper believes this development will not reduce their property values as Freestyle builds nice houses. Rainbow Drive residents were the majority of the speakers. Mr. Jasper concurred there should be more thinking about parks, but the formal plan has not been submitted. City staff will review it and may require the widening of A $\frac{3}{4}$ Road and the developer will work with them. Mr. Jasper indicated he can't answer all the issues. The proposal is not incompatible, 4 units per acre near 2 units per acre is done all over the City. The school bus stop issue request is reasonable. Mr. Jasper hears the concerns but believes the broader concern is the cost of housing, the price of land and housing has gone up. Lastly once platted, the subdivision might be fewer lots.

Councilmember Doody questioned Mr. Jasper's statement that 2 to 4 units per acre will be honored. Mr. Jasper responded by stating zoning came in the 50's and 60's, when tracts were originally laid out, there was no zoning. This parcel has been shown as RSF-4 for many years in the County. In the Persigo Agreement, the County wanted respect for the County zoning when they entered that Agreement.

Councilmember Coons had questions on whether or not there are things that can be done to mitigate some of the concerns like traffic and if there is a requirement for curbs and gutters.

Community Development Bob Blanchard stated the street layout occurs during subdivision process, what must be considered now is if there the ability to provide infrastructure at this stage. The submittal will show the layout and it must meet standards. The decision is made at that stage regarding interconnectivity and the main access point.

Councilmember Coons stated the intersection at Rainbow and A $\frac{3}{4}$ Road will be a safety concern and the sight triangle should be looked at with the other design factors in the development stage of the process.

Councilmember Spehar indicated another important aspect is that there are several review agencies in the subdivision submittal stage. Mr. Jasper said that will be when the traffic engineers review the subdivision plan.

Council President Pro Tem Palmer asked since the Transportation Capacity Payment (TCP) has changed how will this be addressed.

Public Works and Utilities Director Mark Relph stated there are no plans at this time for street upgrades in this area but this will be evaluated during the subdivision review process. The TCP being paid for this development would be one revenue stream to tackle a problem such as this. CDOT would have to be involved in the discussion since Highway 50 is involved and the City could take on a larger role in developing that access.

Councilmember Spehar asked Community Development Director Bob Blanchard to clarify his quote in reference to the minimum or maximum density and so either would be compatible. Mr. Blanchard advised that the Growth Plan allows for a range of 2 to 4 units per acre so either designation would comply with the Growth Plan.

Councilmember Beckstein asked if the neighborhood will have input into the subdivision process. Mr. Blanchard stated yes, at a public hearing with the Preliminary Plan before the Planning Commission, and the neighborhood will be notified and can make comments.

Councilmember Doody stated the evidence was presented well. One point, the unique neighborhood with unique needs and the evidence, sways him to believe Sharon Heights is unique. Councilmember Doody does not think an RSF-4 is a high density but for this area he is comfortable with RSF-2.

Council President Pro Tem Palmer said it is an emotional issue. The Planning Commission is a group of volunteers who are citizens and doing the best job they can for the citizens, just like the Council and just because these boards don't agree doesn't mean they don't hear. It is great so many came out to express their views. He doesn't believe the density is out of line; most of Orchard Mesa is going to develop at RSF-4. He has taken notes all night and agrees with the compatibility with the established neighborhood of RSF-2 and would support RSF-2 as being compatible.

Councilmember Coons stated this is one of the toughest land use issues to come before her and she usually doesn't have a hard time deciding. She noted "compatible" is not "the same as". She believes in infill and avoiding sprawl. Her concern is about affordable housing and there is a need. One way to address this is higher density. RSF-4 is not high density but this is more difficult because it is in the middle of an existing development. She is really torn and thinks RSF-2 might be a better approach. The traffic concerns of the neighborhood during the planning process need to really be listened to.

Councilmember Beckstein drove out there to get the perception. She has concerns about the RSF-4 but also wants to have faith in the Planning Department, that they will listen to the community at large and that tonight the Council is just considering the zoning. She believes the process will take care of some of the issues brought up tonight, so she supports the RSF-4 zoning.

Councilmember Spehar is familiar with these neighborhoods. He agrees that the actual density is likely not to be 4 units per acre and with the infrastructure it will be less. The traffic issues identified by the neighbors will be dealt with in the next process and resolve the issues that can be but economics is not the issue. If developed at RSF-2, the developer can make a profit; it just might be more expensive houses. Both zoning is appropriate within the rules. The expectations in Orchard Mesa are urbanization which brings expectations of facilities. The School District is working on schools and the County is recognizing the need for parks. It is different to put the development in the middle of a subdivision so he is supportive of RSF-2, as compatible with the existing subdivision.

Council President Hill drove into the neighborhood, which he had never been in, and immediately could see there is ownership in the neighborhood. He applauded the neighborhood getting together to look at the issues and be organized through letters and emails. The stress due to this process is unfortunate. The zoning can be RSF-2 or 4. This is different, it is unique. He advised this developer gives his time to this community by providing houses that

are affordable, but that doesn't mean everything has to be zoned at the highest density. Council President Hill tends to support the high side of density, but with this project he supports RSF-2.

Ordinance No. 3802 – An Ordinance Zoning the Munkres-Boyd Annexation to RSF-4, Located at 2866 A ¾ Road

Councilmember Spehar moved to approve Ordinance No. 3802 on second reading changing all references to RSF-2 zoning and ordered it published. Council President Pro Tem Palmer seconded the motion. Motion carried by a roll call vote with Councilmember Beckstein voting NO.

Council President Hill called a recess at 9:08 p.m.

The meeting reconvened at 9:21 p.m.

Public Hearing – Zoning the Twenty Three Park Plaza Annexation, Located at the Northwest Corner of 23 Road and I-70 [File #GPA-2005-045]

Hold a public hearing and consider final passage of the ordinance to zone the 35.52 acre Twenty Three Park Plaza Annexation I-O (Industrial/Office Park).

Dan Wilson, attorney representing the petitioner Karen Marquette, requested that the matter be remanded back to Planning Commission and continue this hearing to the August 17, 2005 regular City Council meeting.

Council President Pro Tem Palmer moved to remand the request to the Planning Commission and continue the public hearing to August 17, 2005. Councilmember Coons seconded the motion. Motion carried.

Public Hearing – Zoning the Career Center Annexation, Located at 2935 North Avenue [File #ANX-2005-102]

Hold a public hearing and consider final passage of the zoning ordinance to zone the Career Center Annexation CSR, located at 2935 North Avenue. The Career Center consists of 1 parcel on 7.91 acres. The zoning being requested is CSR.

The public hearing was opened at 9:23 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the location and the size of the parcel. It is currently the site of the existing Career Center and they are planning to expand the facility so the property was annexed. They are requesting a zone of CSR which was recommended for approval by the Planning Commission.

Council President Pro Tem Palmer asked if this does not create an enclave. Ms. Costello stated correct.

There were no public comments.

The public hearing was closed at 9:25 p.m.

Council President Pro Tem Palmer moved to approve Ordinance No. 3804 on second reading and ordered it published. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Public Hearing – Pear Park School Annexation, Located at 2927 and 2927 ½ D ½ Road [File #GPA-2005-125]

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Pear Park School Annexation, located at 2927 and 2927 ½ D ½ Road. The 20.42 acre Pear Park School Annexation consists of 2 parcels and is a 2 part serial annexation.

The public hearing was opened at 9:26 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the location and the size of the parcel, and the type of annexation. The existing use is residential; one home exists on each lot. The Future Land Use Designation is Public as was changed at the last Council meeting. The annexation is the only thing being considered tonight. The City is the applicant on this item.

There were no public comments.

The public hearing was closed at 9:28 p.m.

a. Accepting Petition

Resolution No. 131-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pear Park School Annexations #1 & #2, Located at 2927 and 2927 ½ D ½ Road is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3805 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pear Park School Annexation #1, Approximately 0.11 Acres, Located at 2927 D ½ Road

Ordinance No. 3806 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pear Park School Annexation #2, Approximately 20.19 Acres, Located at 2927 and 2927 ½ D ½ Road

Councilmember Beckstein moved to adopt Resolution No. 131-05 and Ordinance Nos. 3805 and 3806 on second reading and ordered them published. Council President Pro Tem Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing – Koch/Fisher Annexation and Zoning, Located at 2041 and 2043 Conestoga Drive [File #ANX-2005-108]

Acceptance of a petition to annex and consider the annexation and zoning for the Koch/Fisher Annexation. The Koch/Fisher Annexation is located at 2041 and 2043 Conestoga Drive and consists of two parcels on .744 acres. The zoning being requested is RSF-4 (Residential Single Family with a density not to exceed 4 du/ac).

The public hearing was opened at 9:29 p.m.

Ronnie Edwards, Associate Planner, reviewed this item. The request is for annexation and zoning. She described the site and the reason for the request. She described the surrounding zoning and uses and the existing uses and zoning. The request matches the existing County zoning and it is compatible with the Future Land Use map.

The applicant was not present.

There were no public comments.

The public hearing was closed at 9:31 p.m.

a. Accepting Petition

Resolution No. 132-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Koch/Fisher Annexation, Located at 2041 and 2043 Conestoga Drive and Including a Portion of Conestoga Drive is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3807 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Koch/Fisher Annexation, Approximately 0.79 Acres, Located at 2041 and 2043 Conestoga Drive and Including a Portion of Conestoga Drive

c. Zoning Ordinance

Ordinance No. 3808 – An Ordinance Zoning the Koch/Fisher Annexation to an RSF-4 (Residential Single Family with a Density not to Exceed 4 du/ac) Zone District, Located at 2041 and 2043 Conestoga Drive

Council President Pro Tem Palmer moved to adopt Resolution No. 132-05 and Ordinance Nos. 3807 and 3808 on second reading and ordered them published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Schultz Annexation and Zoning, Located at 513 29 ¼ Road
[File #ANX-2005-112]

Acceptance of a petition to annex and consider the annexation and zoning for the Schultz Annexation. The Schultz Annexation is located at 513 29 ¼ Road and consists of one parcel on .73 acres and 1133.51 feet of North Avenue and 29 ¼ Road right-of-way. The zoning being requested is RMF-8 (Residential Multi-Family with a density not to exceed 8 du/ac).

The public hearing was opened at 9:32 p.m.

Ronnie Edwards, Associate Planner, reviewed this item. She described the request and location which is near the Career Center. The reason for the annexation was explained. She described the surrounding lots sizes. The adjacent zoning was identified and stated the proposed zoning is compatible with the existing neighborhood.

The applicant was present.

Jana Gerow, Development Construction Services, 2350 G Road, was representing the applicant. She had nothing further to add.

There were no public comments.

The public hearing was closed at 9:35 p.m.

a. Accepting Petition

Resolution No. 133-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Schultz Annexation, a Serial Annexation Comprising Schultz Annexation No. 1 and Schultz Annexation No. 2, Located at 513 29 ¼ Road and Including a Portion of North Avenue and 29 ¼ Road Rights-of-Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3809 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schultz Annexation No. 1, Approximately 0.02 Acres of North Avenue and 29 ¼ Road Right-of-Way

Ordinance No. 3810 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schultz Annexation No. 2, Approximately 0.71 Acres, Located at 513 29 ¼ Road and Including a Portion of North Avenue and 29 ¼ Road Rights-of-Way

c. Zoning Ordinance

Ordinance No. 3811 – An Ordinance Zoning the Schultz Annexation to an RMF-8 (Residential Multi-Family with a Density not to Exceed 8 du/ac) Zone District, Located at 513 29 ¼ Road

Councilmember Coons moved to adopt Resolution No. 133-05 and Ordinance Nos. 3809, 3810, and 3811 on second reading and ordered them published. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Public Hearing – Amending the Existing PD for The Glens at Canyon View Planned Development, Located at 2459 F ¼ Road [File #PP-2004-219]

The Glens at Canyon View, located at 2459 F ¼ Road is 20.942 acres in size and is located about one quarter mile north of Mesa Mall, and to the north of F 1/8 Road alignment, and just east of 24 ½ Road. It is zoned PD 17 under a currently lapsed PD, known as the Homestead Subdivision and the Hacienda Subdivision.

The public hearing was opened at 9:36 p.m.

Lori V. Bowers, Senior Planner, reviewed this item. She described the location of the development and the history of the property development. She described the surrounding uses. Phase II improvements were not completed so the developer did not meet the City’s deadline which resulted in the project approval lapsing. Therefore a new submittal and review was required. The new proposal does meet the goals and policies of the Growth Plan. The new proposal reduces the density but still meets the objectives of the Growth Plan. The existing City zoning was PD 17, the new request is PD 14. She described the surrounding zoning. The rezone criteria have been met. Ms. Bowers highlighted some of the criteria met, including some of the benefits to the community. She then described some the requirements for this density. The F 1/8 Road negates any need for additional walls between developments, and berms are planned for screening. Fences internal to the development will be no higher than four feet and no chain link will be allowed. This project will complete the Homestead Subdivision. Landscaping will

comply with requirements as well as parking. Private streets were recommended for approval by the Planning Commission but require City Council approval. Plans for interconnectivity are included in the plan. Since this is a Planned Development (PD), additional community benefits must be provided. The project will provide housing that is affordable to low income families. The project will be phased. Staff finds that the plan meets the Code. The Planning Commission recommended approval on their Consent Calendar.

Council President Pro Tem Palmer asked if the private streets are narrower. Ms. Bowers said yes but the Fire Department approved of the plan.

Council President Pro Tem Palmer asked if these were the same owners who began the process. Ms. Bowers stated she believed so.

Council President Hill asked if there is a second entryway. Ms. Bowers stated yes and pointed out other entries.

Council President Hill asked if they wind all the way around. Ms. Bowers stated yes.

Councilmember Beckstein asked why the development stopped. Ms. Bowers stated developers may be able to provide that information.

Jim Golden, 2808 North Avenue, Suite 400, was representing the applicant and he introduced Mark Mower, the developer.

Mark Mower said he had a short presentation. He clarified it is not the same development group and his group got involved about 18 months ago. There was a conflict created with the stoppage of work. They redesigned the entire 20 acres, and gave it a new name, which will result in a number of benefits. They introduced the group which develops neighborhoods not subdivisions. The development is pedestrian-oriented in a village concept. This is a unique neighborhood, surrounded by C-1, within walking distance to mall and other employment districts. This will be a lower end cost of housing for first time home buyers or “mover downers”. It will be a safe, healthy environment through a thoughtful design. The original design had no effective place for children to play. The amenities include landscape entries and a boulevard, recreation facilities, pocket parks, well-defined street crossings, gazebos, tot lots, picnic areas, xeriscape landscaping with native and drought-tolerate plantings, and bearing the cost of half-street improvements. They have worked with existing residents of the Homestead development to create a buffer around the existing buildings. There will be 30%+ open space, park amenities including a pond for open space and drainage that won't be a hazard, and a community center.

Council President Hill asked about the street width. Mr. Mower said it will be two lanes, the off street parking is being met by a periphery parking area. He identified the private streets and stated they do meet engineering requirements.

Councilmember Beckstein asked about parking for those without carports or garages. Mr. Mower responded it would be similar to apartment parking, a number of covered spaces in a line.

Council President Hill asked about the existing foundations. Mr. Mower stated Phase I will use existing foundations but there is no agreement to share community centers.

Councilmember Spehar asked if Council should determine appropriate phasing. City Attorney Shaver said Council can delegate that to staff.

There were no public comments

The public hearing was closed at 10:12 p.m.

Councilmember Beckstein asked Fire Chief Beaty if he was comfortable with the streets. Chief Beaty responded that 20 feet is needed and these are proposed at 22 feet. Mr. Mower said any on street parking is adjacent to the travel lane, not encumbering the travel way at all.

Councilmember Coons moved to approve Ordinance No. 3812 on second reading and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

It was noted that the Council would defer timeline adjustments to staff.

Amendment #1 of the Engineering Services Contract with Carter & Burgess for 29 Road and I-70B Interchange Approval Process

This amendment is for the preparation of an environmental assessment for the 1601 interchange approval process for the connection of 29 Rd to I-70B. Pending changes to the 1601 process made it difficult to originally estimate the full scope of the project without some preliminary work and meetings with CDOT.

Mark Relph, Public Works and Utilities Director, reviewed this item. He explained the purpose of the contract amendment for the work with CDOT for the 1601 process. In the original contract, the environmental assessment was omitted as it was thought that CDOT was simplifying the process. The process was not simplified as much as hoped. The City does not have to go before the Transportation Commission but the process has changed very little. Therefore the City would like to contract with Carter & Burgess to go through the

environmental assessment process. He anticipates construction for the interchange to be in 2008 and 2009. It is a shared project with the County.

Councilmember Beckstein asked if this would cause any delay. Mr. Relph said no it would not.

Councilmember Beckstein moved to authorize the City Manager to approve a Contract Amendment in the amount of \$235,392. Councilmember Coons seconded the motion. Motion carried.

Purchase of Property at 758 Struthers Avenue for the Riverside Parkway Project

The City has entered into a contract to purchase the property at 758 Struthers Avenue from Rose M. Reed. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Mark Relph, Public Works and Utilities Director, reviewed this item. He described the location of the property and its relationship to the Riverside Parkway. The parcel has a 500 square foot home. The owner's appraisal was higher as it was based on the land value alone, zoned C-2. The settlement price is \$60,000 with relocation fees of \$21,168 for the current tenants to relocate to a decent, safe, and sanitary dwelling.

There was discussion as to the price being proposed with Councilmember Spehar stating it is probably a reasonable settlement.

Resolution No. 134-05 – A Resolution Authorizing the Purchase of Real Property at 758 Struthers Avenue from Rose M. Reed

Councilmember Coons moved to adopt Resolution No. 134-05. Councilmember Spehar seconded the motion. Motion carried by roll call vote with Council President Pro Tem Palmer voting NO.

Purchase of Property at 725 Struthers Avenue

The City has entered into a contract to purchase the property at 725 Struthers Avenue from Martha Arcieri and Lorraine Williams. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Mark Relph, Public Works and Utilities Director, reviewed this item. The property is not part of the Riverside Parkway project but an opportunity since it is on the open market and is adjacent to City property. The asking price is a reasonable price and there are no special conditions.

Councilmember Doody asked how it is adjacent to City property. Mr. Relph pointed out that the Botanical Gardens is City property and the adjacent trail system parking.

Councilmember Spehar stated that this property might be needed long term and is at a good price.

Councilmember Pro Tem Palmer stated it is not needed and that the City didn't get an appraisal and he is generally not in favor of buying property without a specific use.

Councilmember Coons agrees with Councilmember Spehar that it is an opportunity to further a vision for this area.

Councilmember Beckstein agrees as it is a part of long term plan and the City can save money by buying it up front so she supports the purchase.

Councilmember Doody understands the long term vision but doesn't see the need to purchase this property.

Mr. Relph stated the funds would be paid out of general fund contingency.

Council President Hill stated he can see both sides but views it as an asset and he can support the purchase.

Resolution No. 135-05 – A Resolution Authorizing the Purchase of Real Property at 725 Struthers Avenue from Martha Arcieri and Lorraine Williams

Councilmember Spehar moved to adopt Resolution No. 135-05. Councilmember Beckstein seconded the motion. Motion carried by roll call vote with Council President Pro Tem Palmer and Councilmember Doody voting NO.

Change Order #2 to the Contract for the Duck Pond Park Lift Station Elimination Project

Attach 19

Approve Contract Change Order #2 for Repair/Replacement of a 24-inch water transmission line to Mendez, Inc. in the amount of \$298,379.55 to the Duck Pond Park Lift Station Elimination Project construction contract for a revised contract amount of \$2,120,759.59.

Mark Relph, Public Works and Utilities Director, reviewed this item. He explained the purpose of the request. It is some emergency work due to the condition of the existing water line. During the work on the sewer line, the water pressure was lowered and caused the line to break. It is a large line and a significant project to replace the line. Sufficient funds are available but would need to be appropriated.

Councilmember Doody asked about the lead joints and if this is a health hazard. Mr. Relph stated it is not a health risk.

Council President Hill asked if the crossing Highway 50 portion can be done at night and managed. Mr. Relph stated yes. Council President Hill indicated this is an emergency replacement and unfortunately no alternative route. Mr. Relph said the goal will be to get the highway portion done as quickly as possible.

Council President Pro Tem Palmer moved to authorize the City Manager to approve contract change order #2 to the Duck Pond Park Lift Station Elimination Project in the amount of \$298,379.55 with Mendez, Inc. for repair/replacement of a 24-inch waterline from the north side of Duck Pond Park across Highway 50. Councilmember Coons seconded the motion. Motion carried.

Sister City Request – San Pedro Perulupan

This is a request for the City of Grand Junction to enter into a “Sister City” relationship with the village of El Espino, San Pedro Perulupan, El Salvador, Central America.

No one was present to make the request. It will be rescheduled when a representative can be in attendance.

Ambulance Service Provider Request for Proposals

On December 6, 2004 the Mesa County Board of County Commissioners (BOCC) adopted a resolution concerning the delivery of emergency medical services. The resolution became effective on January 1, 2005. The primary goal of the resolution is to formalize regulation of the primary components (ambulances and personnel) in the delivery of emergency medical services to Mesa County. The resolution provides that the City of Grand Junction may determine who and how will provide patient transport within the Grand Junction Ambulance Service Area.

John Shaver, City Attorney, said this is hopefully the final draft. Council has reviewed this and he will answer any questions. Request for Proposals will be sent out by August 5th.

Council Pro Tem Palmer inquired if this exclusivity would prohibit any other provider in the area. Mr. Shaver stated, by the contract, yes, but they could come in as a subcontractor and that would be allowed. Mr. Shaver stated they only anticipate one provider and the RFP allows some flexibility.

Council President Hill said the City will have until November to let the County know what the City is doing; the service will begin July 1, 2006.

City Attorney Shaver stated the interim contract with American Medical Response goes through July 1, 2006 but contingencies are covered with the interim agreement.

Chief Beaty agreed, if AMR is not selected they could pull out, and it would be difficult but the City could pick up the slack. If another provider were to be selected, it would take time to hire personnel and order equipment and get up and running which is why the July 1 date is being used.

Council President Hill said that was a good point and indicated the City has ability to take over if needed. He also thanked Council President Pro Tem Palmer for serving on the committee.

Councilmember Coons moved to authorize the RFP as drafted and continue with the ambulance service provider selection process as defined in the RFP. Council President Pro Tem Palmer seconded the motion. Motion carried.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

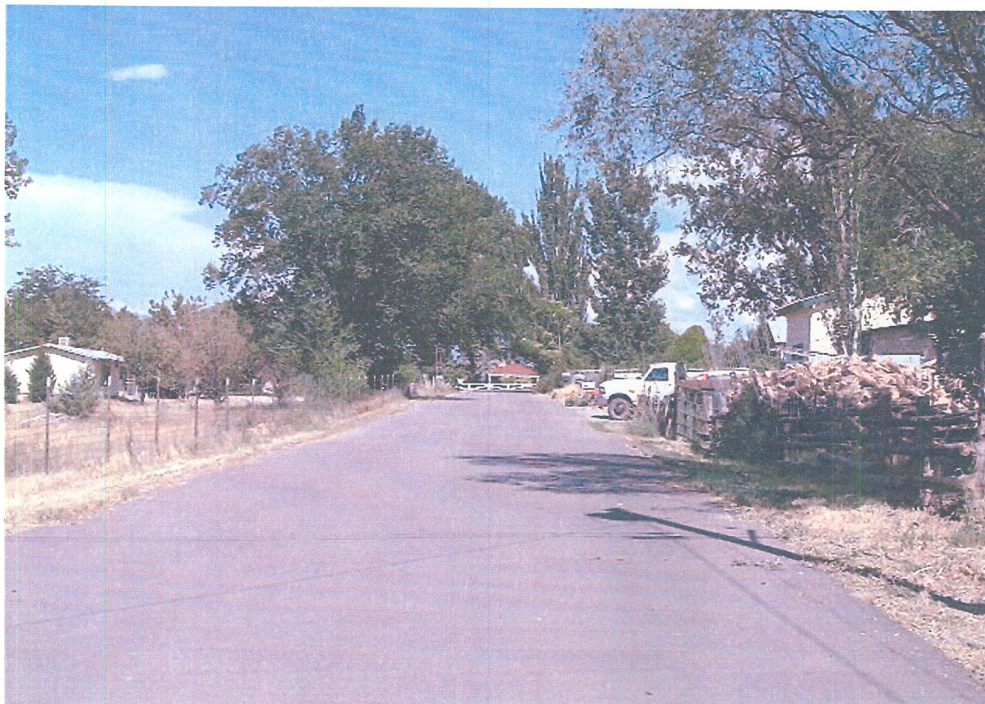
There was none.

ADJOURNMENT

The meeting adjourned at 10:53 p.m.

Stephanie Tuin, MMC
City Clerk

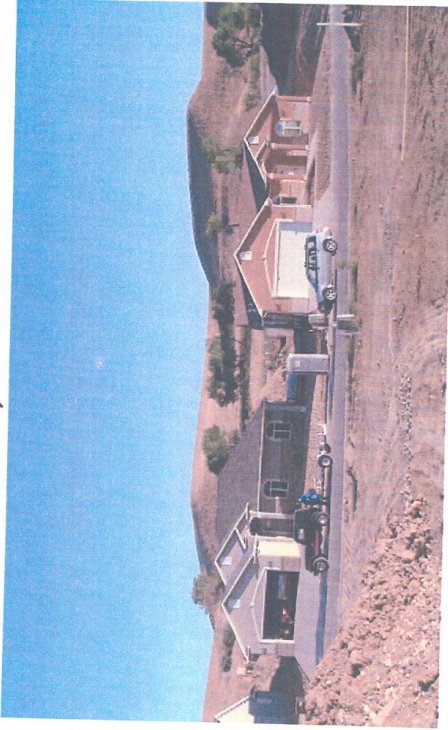
Welcome To Sharon Heights, A 34 Road !!



Sharon Heights 2 homes/acre



Red Tail Ridge RSF4



Rainbow Drive / Sharon Heights



RSF4

Stopped at Stop Sign A 3/4 Rd



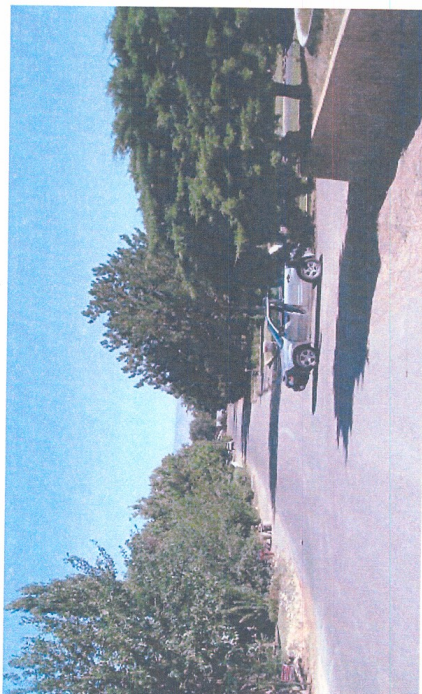
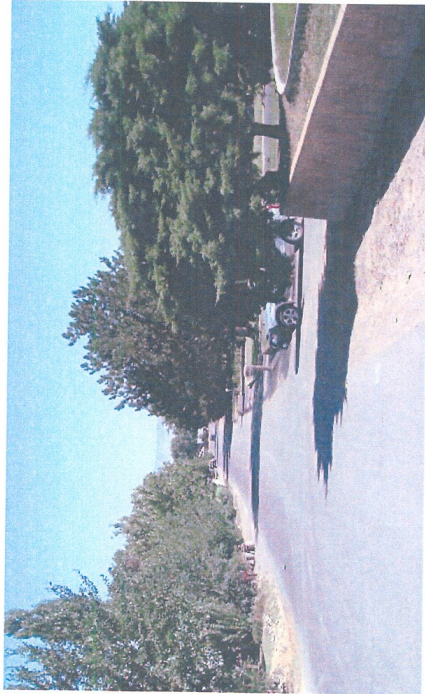
→ Moving Forward

A 3/4 Rd Stop Sign - Visibility to South on Rainbow



Forward From Stop Sign - Still Can't see top of hill.

Can now begin to see top of hill.



With A-tree trim, Full Visibility
← Note position of Car!



B. Vision for the Urban Area

Community Vision Statement

The City of Grand Junction is a partner with Mesa County, other service providers, the private sector and community groups -- all working in cooperation to maintain the high quality of life that is valued by people in our community.

The community's pride in its cultural and natural resources is apparent in the clear views of the Colorado National Monument, Book Cliffs and Grand Mesa, in the character of the downtown and residential neighborhood, in the valley-wide trail and open space system, in the distinctive community gateways and the appearance of its major street corridors.

These attributes are the basis for a comprehensive plan that supports a stable and diverse economy and a harmonious community.

EXECUTIVE SUMMARY

Commissioners, the City and County Steering Committees have constructively addressed many of the issues facing the community.

Growth Management Alternatives

Three diverse growth alternatives were proposed to answer questions about the future. The **Trends** alternative examined the impact of continuing historical policies and practices. The **Concentrated Growth** alternative promoted compatible infill and higher density development in areas of the community that already have adequate public facilities. The **Urban Core and Growth Centers** alternative supported creation or expansion of neighborhood commercial centers throughout the planning area.

After reviewing the impacts of each of these alternatives on population, commercial land supply, transportation system impacts, community character and a variety of other factors, input from area residents was sought. The City and County Steering Committees jointly selected a preferred alternative, which was a combination of the **Concentrated Growth** and **Urban Core and Growth Centers** alternatives. The preferred alternative included some new commercial centers, emphasized and promoted infill, established urban growth boundaries and increased protection of river and stream corridors.

Plan Development

The sprawling development pattern created in the area has resulted in fiscal burdens and is consuming large tracts of agricultural and open space land. The Plan developed goals and policies to reduce any further effects of sprawl and gain a fiscally responsible growth pattern. These goals and policies are intended to be adopted and jointly implemented by the City of Grand Junction and Mesa County. Some of those goals include:

- Ensuring land use compatibility and a balance between urban development and open space,
- Maintaining more compact development patterns,
- Ensuring that there are adequate public facilities for residents and businesses,
- Maintaining equitable funding strategies for public facilities and services,
- Improving coordination between service providers,
- Enhancing the visual appeal of major road corridors in the community, and
- Focusing on unique needs in each of the community's neighborhoods.

Implementation

Successful plan implementation is the product of many individual actions by City, County and private decision makers over the course of many years. The City and County will need to



CONTEXT FOR PLANNING

F. Community Values

There is remarkable consensus among community residents about the issues facing the community. In surveys, workshops, focus group meetings, steering committee meetings and interviews, the community presented a consistent message. The following community perceptions and observations formed the basis of the Growth Plan's vision statement, policies and recommendations. While not all of these issues are fully resolved in the Growth Plan, most are addressed.

1. Managing and Planning Future Growth

- a. The Plan should retain current community assets and build on them as we plan for our future.
- b. The community is not "no growth," but is very concerned that new growth be appropriate to the community.
- c. The City is part of a larger urban community. Growth decisions need to address the needs of both the City and the larger community of Grand Junction.
- d. The future size of the City is a concern. There are advantages (in terms of federal funding and national perception) to a population over 50,000. On the other hand, the feeling of a small community (which is enjoyed today) is also an asset.
- e. By managing growth, the community would like to minimize the effects of boom/bust cycles.
- f. Future growth should be planned so it is within the limitations of our natural and community resources. How much growth can our community accommodate? How much growth can our natural, economic and cultural resources allow?
- g. Planning for growth should also focus on preserving environmental quality. It should not result in declining air quality or degradation of other environmental resources.
- h. Future growth should be planned and located so it can be provided with adequate infrastructure.
- i. The form development takes is an issue for planning and managing growth.
- j. The amount, type and location of extra-territorial growth is an important concern, in addition to management of growth inside the City limits.



VII. APPENDICES

A. Glossary

Affordable Housing. Housing capable of being purchased or rented by a household with very low, low, or moderate income, based on a household's ability to make monthly payments necessary to obtain housing. Housing is considered affordable when a household pays less than 30 percent of its gross monthly income (GMI) for housing costs including utilities.

Annex. To incorporate a land area into an existing district or municipality, with a resulting change in the boundaries of that district or municipality.

Average Daily Traffic (ADT). The average number of cars per day that pass over a given point.

Base Flood. The 100-year flood, a flood with a one percent likelihood of occurring in any given year.

Bulk Regulations. Standards and controls that establish the maximum size of buildings and structures on a lot and the buildable area within which the building can be located, including coverage, setbacks, height, floor area ratio, and yard requirements.

Cluster Development. A form of development design that concentrates buildings on lots grouped on a specific portion of the site to allow the remaining land area to be devoted to open space, active recreation, preservation of environmentally sensitive areas, or agriculture.

Compatible. Capable of existing together without land use conflict or negative effects.

Concurrency. Requirement for the provision of adequate public facilities and/or services at the time the demand for those facilities or services is created.



GROWTH PLAN
FUTURE LAND USE PLAN
GOALS, POLICIES, AND IMPLEMENTATION

Chapter 5 – Updated May 2003

THEME #2 – COMPATIBILITY ISSUES

Page V.5

C. Key Issues

Ensuring Land Use Compatibility

“Residents...want to be certain that new development will not erode their property values or create excess traffic or noise. This plan...calls for the establishment of appropriate standards to ensure neighborhood compatibility.”

Page V.6

Focusing on the Unique Needs of the Community’s Neighborhoods.

“This plan recognizes the different characteristics of the community’s neighborhoods and recommends the use of area plans to identify and address unique neighborhood needs.”

Page V.9

Definitions

Residential Low Density. Single family detached residences on lots ranging from ½ to 2 acres. (As has been the case in Sharon Heights for 60 years).

Residential Medium Low Density. Detached single family residences with typically 2 to 4 units per acre. (Sharon Heights has never had more than 2 units per acre.)

Page V.11

E. Preferred Land Use Scenario

Principles

2. Support/Enhance Existing Neighborhoods.

- a. “Planning should help maintain the quality of life in existing neighborhoods.”***
- b. “All neighborhood plans should be incorporated.”***

- c. *"New roadways should be designed and located so they do not intrude on existing neighborhoods."*
- d. *"Compatibility standards should be in place for more intense uses in or adjacent to neighborhoods."*

Page V.14

F. *Goals and Policies*

"Policies with the verb 'will' express a greater level of commitment than policies using 'should' or 'may'."

Land Use

Goal 1: "To achieve a balance of...land use opportunities that reflects...the integrity of the community's neighborhoods...the rights of private property owners..."

Page V.16

Policy 1.3: "City and County decisions about the type and intensity of land uses will be consistent with the Future Land Use Map and Plan policies."

"The City and County may limit site development to a lower intensity than shown on the Future Land Use Map if site specific conditions do not support planned intensities."

Policy 1.5: "...proposed development will be compatible with adjacent development. Specific community benefits may include compatible infill..."

Page V.28

Goal 9: "To recognize and preserve valued distinctions between different areas within the community."

Policy 9.2: "The City and County will encourage neighborhood designs which promote neighborhood stability and security."

Goal 10: "To retain valued characteristics of different neighborhoods within the community."

Policy 10.1: "The City and County should encourage public and private investments that contribute to stable residential areas..."

Policy 10.2: "The City and County will consider...the needs of individual neighborhoods when making developmental decisions."

Policy 10.3: "The City and County, recognizing the value of historic features to neighborhood character and the distinction between neighborhoods, will allow design variety that is consistent with the valued character of individual neighborhoods."

Policy 10.4: "The City and County will encourage development designs that enhance the sense of neighborhood."

Page V.29

Goal 11: "To promote stable neighborhoods and land use compatibility throughout the community."

Policy 11.1: "The City and County will promote compatibility between adjacent land uses by addressing traffic, noise...and other sources of incompatibility..."

Goal 12: "To enhance the ability of neighborhood centers to compatibly serve the neighborhoods in which they are located."

Policy 12.3: "The City and County will protect stable residential neighborhoods from encroachment of incompatible residential and non-residential development."

Community Appearance and Design

Goal 13: "To enhance the aesthetic appeal and appearance of the community's built environment".

Policy 13.8: "The City and County will encourage building and landscape designs which enhance the visual appeal of individual projects. Design guidelines should provide flexibility, while promoting aesthetics, traffic safety and land use compatibility."

GROWTH PLAN
FUTURE LAND USE PLAN
GOALS, POLICIES, AND IMPLEMENTATION

Chapter 5 – Updated May 2003

THEME #1- ROADS AND ACCESS ISSUES

Page V.5

C. Key Issues

City/County Coordination

“Areas within the Grand Valley will be allowed to develop when there are adequate funds to provide public services and facilities such as roads and schools.”

Page V.12

D. Preferred Land Use Scenario

2. Support/Enhance Existing Neighborhoods

c. “New roadways should be designed and located so they do not intrude on existing neighborhoods.”

5. Ensure that Development Pay Its Own Way to the Extent Allowed by Law

Page V-23

Goals and Policies

“Policies with the verb ‘will’ express a greater level of commitment than policies using ‘should’ or ‘may’.”

Growth Management

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Policy 5.1: “The City and County will target capital investments to serve developed areas of the community prior to investing in capital improvements to serve new development...”

Page V-24

Goal 7: To equitably fund improvements required to serve community residents and businesses.

Policy 7.1: "The City and County will require new development to fund its fair share of capital costs for public facilities (e.g., roads) at adopted levels of service."

Policy 7.2: "The City and County will assess fees...for acquisition and development of the following facilities required to serve new development: streets..."

Policy 7.3: "The City and County development fees should reflect the different costs of facilities needed to serve different areas and different types of development."

Page V-39

Transportation

Goal 24: To develop and maintain a street system which effectively moves traffic throughout the community.

Policy 24.2: "When improving or constructing new streets which pass through residential neighborhoods, the City will balance the desires of residents with the need to maintain a street system which safely and efficiently moves traffic throughout the community."

Attach 2

Grant for Airport Improvement Program at Walker Field Airport for Ramp Expansion

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Federal Aviation Administration Airport Improvement Program Grant 3-08-0027-30 (AIP-30) at Walker Field Airport. Supplemental Co-sponsorship Agreement					
Meeting Date	August 3, 2005					
Date Prepared	July 13, 2005				File #	
Author	Eddie F. Storer		Projects and Airfield Manager, Walker Field Airport Authority			
Presenter Name	Eddie F. Storer		Projects and Airfield Manager, Walker Field Airport Authority			
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes		No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary:

The Airport Improvement Program (AIP-30) is for the expansion and rehabilitation of the air carrier ramp north of the Walker Field terminal building. The project will expand the ramp north toward Runway 11/29 to provide more maneuvering room for aircraft around the terminal expansion accomplished last year. The ramp around this expansion will be milled to a depth of 8” and re-laid at the same time. The estimated grant amount is \$3,500,000.00. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Budget:

No funds are being requested from the City of Grand Junction.

Action Requested/Recommendation:

Authorize the Mayor to sign FAA AIP-30 Grant for the capital improvements at Walker Field Airport. Also, authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-30.

Attachments:

1. Grant Agreement for AIP-30.
2. Supplemental Co-sponsorship Agreement.

Background Information:

The benefits of this ramp expansion and rehabilitation project can be summarized by stating that the project will provide additional maneuvering room for aircraft moving to and around the terminal building. The additional room will provide for a greater level of safety.

The ramp area around the terminal is 22” thick and the additional ramp will be constructed to that depth.

This project is covered in greater detail in the Airport Layout/Development Plan Update (January 2002), which was approved by the City of Grand Junction.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2005, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-30 ("Project").

D. The FAA is willing to provide approximately \$3,500,000 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the

Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

By _____
Craig N. Springer, Chairperson

CITY OF GRAND JUNCTION

By _____
Kelly Arnold, City Manager

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: July xx, 2005
Airport: Walker Field
Project Number: 3-08-0027-30
Contract Number: DOT-FA05NM-10xx
DUNS Number: 156135394

To: City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated March 14, 2005, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate and expand air carrier aircraft parking apron,

all as more particularly described in the Project Application.

Now therefore, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this offer shall be \$x,abc,xyz. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0 for planning
\$x,abc,xyz for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August xx, 2005, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 1, 1999, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
- (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

(1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.

(2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

13. The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
- (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
- (4) Qualifications of engineering supervision and construction inspection personnel.

- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
- c. Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
14. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
15. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- may not be increased for a planning project;
 - may be increased by not more than 15 percent for development projects;
 - may be increased by not more than 15 percent for land projects.
16. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
17. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
18. The sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the consultant services contract, and the amount will not be paid to the Consultant until acceptable final project documentation is provided.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

United States of America
Federal Aviation Administration

Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20_____.

CITY OF GRAND JUNCTION, COLORADO

(SEAL) By: _____
Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20_____.

Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20_____.

COUNTY OF MESA, COLORADO

(SEAL)

By: _____
Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20_____.

Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20_____.

WALKER FIELD, COLORADO, PUBLIC AIRPORT
AUTHORITY

(SEAL)

By: _____
Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20_____.

Signature of Sponsor's Attorney



Memorandum

Subject: **INFORMATION:** PGL-05-03 – Updated Grant Assurances Date: June 3, 2005

From: Acting Manager, Airports Financial Assistance Division Reply to: K. Ball
Attn. of: 202.267.7436

To: PGL Distribution List

05-03 Updated Grant Assurances – Kendall L. Ball (202) 267-7437

Two new sets of assurances (Attachments 1 & 2) were effective March 29, 2005, and are required for all AIP grants issued after that date. A limited number of copies will be printed in Headquarters and distributed for your use. The updated assurances have also been transmitted via email.

A notice of modification of Airport Improvement Program grant assurances and of the opportunity to comment was published in the Federal Register/Vol.69, No. 163/Tuesday, August 24, 2004 on page 52057. The notice proposed adding two new assurances as required by Vision 100 – Century of Aviation Reauthorization Act, (Public Law 108-176) modifying an existing assurance and restructuring the grant assurances to better reflect existing law. The FAA also invited comments on all of the assurances for proposed changes. The FAA is committed to the larger effort of addressing proposed structure and statute changes and wishes to give full considerations to the comments received. However, the FAA is obligated to implement changes to law as timely as possible. Therefore, this PGL is issued to implement the law with respect to the new assurances and the modified assurance while the larger effort is being considered.

Discussion of Modifications

FAA uses three separate sets of standard assurances:

- (1) Airport Sponsors (owners/operators);
- (2) Planning Agency Sponsors; and
- (3) Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (hereinafter referred to as Non-Airport Sponsor Assurances).

FAA is modifying only the Airport Sponsor assurances currently in effect to incorporate the below-noted changes, except with respect to Assurance 31, as explained below.

The following changes affect only the Airport Sponsor Assurances and are being added:

(a) New Assurance 38, "Hangar Construction" is being added to comply with recently enacted Public Law 108-76. Assurance 38 shall read:

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

(b) New Assurance 39, "Competitive Access" is being added to comply with recently enacted Public Law 108-76. Assurance 39 shall read:

39. Competitive Access.

(a) If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

(b) Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Discussion of Modification of an Existing Assurance

Existing Assurance 31 is being modified to comply with recently enacted Public Law 108-76. Both the Airport Sponsor Assurances and the Non-Airport Sponsor Assurances are being modified with this legislation. The legislation now allows the proceeds from the sale of land no longer needed for noise compatibility purposes to be used for the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program. Assurance 31 shall now read in its entirety:

31. Disposal of Land

(a) For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land when the land is no longer needed for such purposes at fair market value at the earliest practicable time. That portion of the proceeds of

such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) Be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project, as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

(b) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) Upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

(c) Land shall be considered to be needed for airport purposes under this assurance if (a) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

(d) Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.

Upon acceptance of the AIP grant by an airport sponsor, the assurances become a contractual obligation between the airport sponsor and the Federal government.



Jim A. Johnson

Attachment 1
Airport Sponsor Assurances

Airport Assurances (3/2005)

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), *et seq.*¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, *et seq.*
- d. Hatch Act - 5 U.S.C. 1501, *et seq.*²

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

- 3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:
- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
- 19. Operation and Maintenance.**
- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- 23. Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

Attachment 2

**Non-Airport Sponsors
Undertaking Noise Compatibility Program Projects**

ASSURANCES
Non-Airport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration.

The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation.

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201 et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 – 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 – 469 through 469c.
- h. Native American Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341,
- q. Architectural Barriers Act of 1968 - U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403 – 42 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act -18 U.S.C. 874.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

1.

- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- t. Copeland Anti-kickback Act -18 U.S.C. 874.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- e. 9 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- g. 41 CFR Part 60 - Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).

- h. 49CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.
- k. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition regulation for Federal and Federally assisted programs.
- l. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- m. 49 CFR Part 27 - Non-Discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- n. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug free workplace (grants).
- o. 49 CFR Part 30 - Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs, which are not to be paid by the United States.
- b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement, which it will own or control.

4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise compatibility projects, which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
- d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.

8. Accounting System, Audit, and Record keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General no later than six (6) months following the close of the fiscal year for which the audit was conducted.

9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference. It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

12. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an

approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

Nonairport Sponsor Assurances 3-2005

15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.

16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

- (a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the sponsor retains ownership or possession of the property.

18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies,

Nonairport Sponsor Assurances (3/2005)

architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.

19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

20. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an

airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26, and may, in appropriate cases refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

Attach 3
National Incident Command System

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Adoption of the National Incident Management System (NIMS)					
Meeting Date	August 3, 2005					
Date Prepared	July 27, 2005				File #	
Author	Rick Beaty		Fire Chief			
Presenter Name	Rick Beaty		Fire Chief			
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes		No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary:

Under Homeland Security Presidential Directive-5 (HSPD-5) the Secretary of the United States Department of Homeland Security was directed to develop and administer a national incident management system, which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

In compliance with the HSPD-5, all federal departments, state, local and tribal government agencies are required to adopt the National Incident Management System and use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities.

Participation is mandatory for grant eligibility. Jurisdictions and agencies must be participating in NIMS to be eligible to apply for DHS grants. The Governor of the State of Colorado signed an executive order on December 6, 2004, which established the NIMS as the state standard for incident management.

The Mesa County Commissioners formally adopted the NIMS on June 13, 2005. The Mesa County Emergency Manager has requested that all incorporated jurisdictions in Mesa County follow the County's action with formal adoption of the NIMS.

Budget:

Current training programs in City's Police and Fire Departments address the NIMS as an ongoing training topic. There should not be any significant new cost for this item.

Action Requested/Recommendation:

City Council to adopt by resolution the NIMS as the incident management system for application in the City of Grand Junction, Colorado.

Attachments:

Governor Owens Executive Order National Incident Management System
Proposed Resolution

Background Information:

The City Fire and Police Departments have used various forms on incident management for years. This issue of not having a standard system causes inconsistency and problems with communication during incidents that can lead to difficulty and less than desirable results between agencies.

The City's public safety agencies are active participants in the Mesa County Incident Management Group (MCIMG). The MCIMG meets quarterly with a primary goal to provide overhead support for moderate to large scale incidents. In order to meet this goal, the MCIMG has trained on the NIMS and have agreed to use the NIMS for training and emergency response purposes.

The City's public safety agencies have the NIMS integrated in current training programs and use the system when appropriate during emergency responses.

The NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the City's ability to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes.

D 011 04

**EXECUTIVE ORDER
NATIONAL INCIDENT MANAGEMENT SYSTEM**

Pursuant to the authority vested in the Office of the Governor of the State of Colorado, I, Bill Owens, Governor of the State of Colorado, hereby issue this Executive Order concerning the designation of the National Incident Management System (“NIMS”) as the basis for all incident management in the State of Colorado.

1. Background and Need

The President of the United States, in Homeland Security Directive (HSPD)-5, directed the Secretary of the United States Department of Homeland Security to develop and administer a national incident management system, which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. In addition, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

The collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS. It is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management. In order to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

The NIMS standardized procedures for managing personnel, communications, facilities and resources will improve Colorado’s ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes. Furthermore, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the State, including current emergency management training programs.

2. Directive

I hereby establish the National Incident Management System as the State standard for incident management.

3. Duration

This Executive Order shall remain in effect until further modification or rescission by Executive Order.

GIVEN under my hand and the
Executive Seal of the State
of Colorado, this 6th
day of December, 2004.

Bill Owens
Governor

CITY OF GRAND JUNCTION

Resolution No. _____

A Resolution Adopting the National Incident Management System (NIMS)

WHEREAS, pursuant to the authority vested in the Office of the Governor of the State of Colorado, Governor Owens issued an Executive Order concerning the designation of the National Incident Management System (“NIMS”) as the basis for all incident management in the State of Colorado.

WHEREAS, the President of the United States, in Homeland Security Directive (HSPD)-5, directed the Secretary of the United States Department of Homeland Security to develop and administer a national incident management system, which would provide a consistent nationwide approach for Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. In addition, the National Commission of Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

WHEREAS, the Grand Junction City Council agrees that in order to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

WHEREAS, the Grand Junction City Council also understands that the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve Colorado’s ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes.

WHEREAS, the Grand Junction City Council understands all components have not yet been created to this date and we are adopting only those components which have been created and will continue to evaluate the progress of the NIMS implementation and its effects on the City of Grand Junction.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The National Incident Management System (N.I.M.S.) is adopted as the basis for all incident management in the City of Grand Junction, Colorado.

PASSED and ADOPTED this _____ day of _____, 2005.

ATTEST:

President of City Council

City Clerk

Attach 4

Setting a Hearing for the Loggains Annexation, Located at 2234 Railroad Avenue

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the Loggains Annexation located at 2234 Railroad Avenue						
Meeting Date	August 3, 2005						
Date Prepared	July 25, 2005				File #ANX-2005-162		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Resolution referring a petition for annexation and introduction of a proposed ordinance. The 5.69 acre Loggains Annexation consists of 1 parcel.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Referral, accepting the Loggains Annexation petition and introduce the proposed Loggains Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for September 7, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation / Location Map; Aerial Photo
3. Growth Plan Map; Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		2234 Railroad Avenue			
Applicants:		Owner: Janet Loggains; Developer: The Bunks Group LLC; Representative: Pat Edwards			
Existing Land Use:		Vacant			
Proposed Land Use:		Industrial			
Surrounding Land Use:	North	Mesa Moving – Records Management			
	South	United Companies			
	East	Vacant / Amerigas / Colorado Refining Co.			
	West	Conoco Plant			
Existing Zoning:		County – Planned Industrial			
Proposed Zoning:		City – I-1			
Surrounding Zoning:	North	City I-2			
	South	County PI			
	East	County PI			
	West	County PI			
Growth Plan Designation:		Commercial / Industrial			
Zoning within intensity range?			Yes	X	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 5.69 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City as the result of a request to subdivide in the County. Under the 1998 Persigo Agreement all rezones require annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Loggains Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can

be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

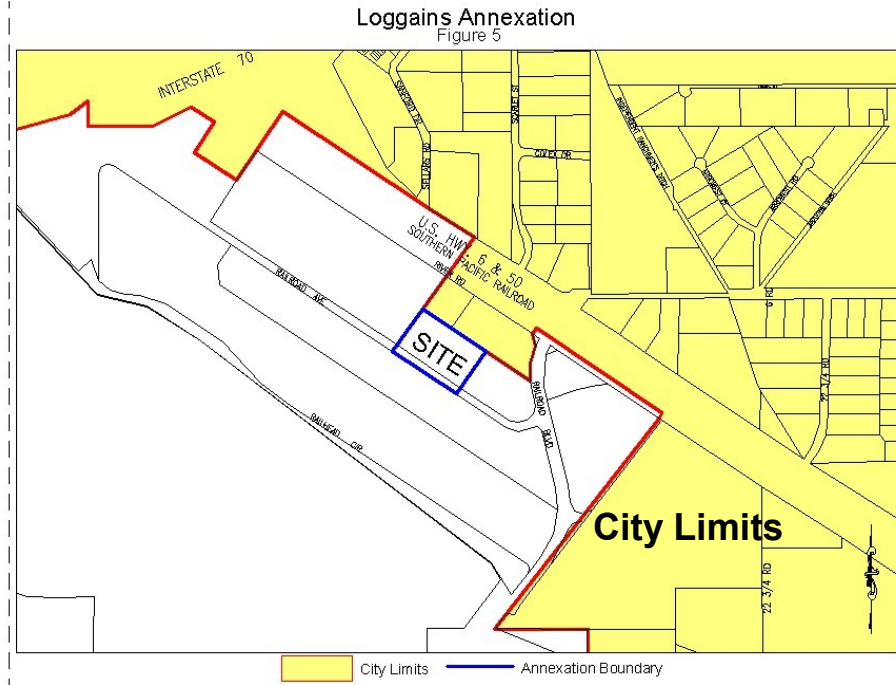
The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
August 3, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
August 9, 2005	Planning Commission considers Zone of Annexation
August 17, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
September 7, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 9, 2005	Effective date of Annexation and Zoning

<u>LOGGAINS ANNEXATION SUMMARY</u>		
File Number:		ANX-2005-162
Location:		2234 Railroad Avenue
Tax ID Number:		2945-062-05-007
Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		5.69 acres
Developable Acres Remaining:		4.86 acres
Right-of-way in Annexation:		36,291 sq ft of Railroad Avenue
Previous County Zoning:		Planned Industrial – PI
Proposed City Zoning:		I-1
Current Land Use:		Vacant
Future Land Use:		Industrial
Values:	Assessed:	= \$52,520
	Actual:	= \$181,120
Address Ranges:		2234 Railroad Avenue
Special Districts:	Water:	Ute Water
	Sewer:	RWSD
	Fire:	Grand Junction Rural Fire District
	Irrigation/ Drainage:	Grand Junction Drainage Dist / Grand Valley Irrigation
	School:	Mesa Co. School District
	Pest:	N/A

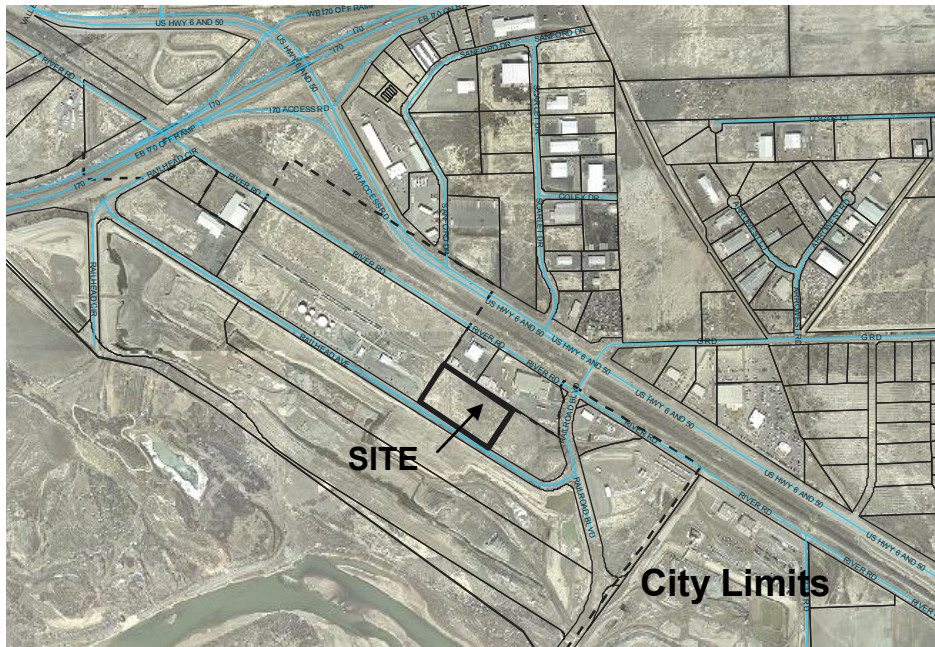
Site Location Map

Figure 1
Loggains Annexation
Figure 5



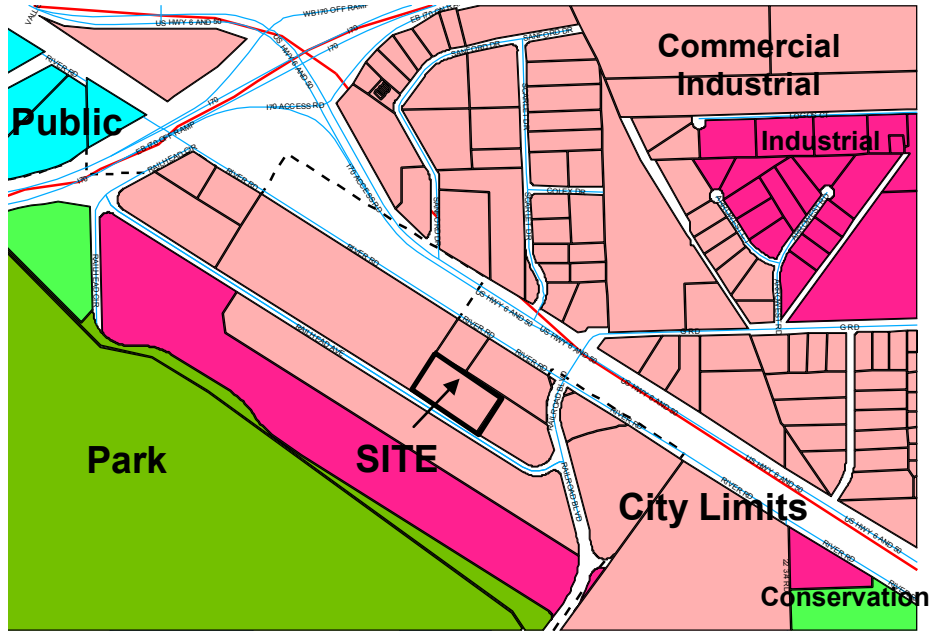
Aerial Photo Map

Figure 2



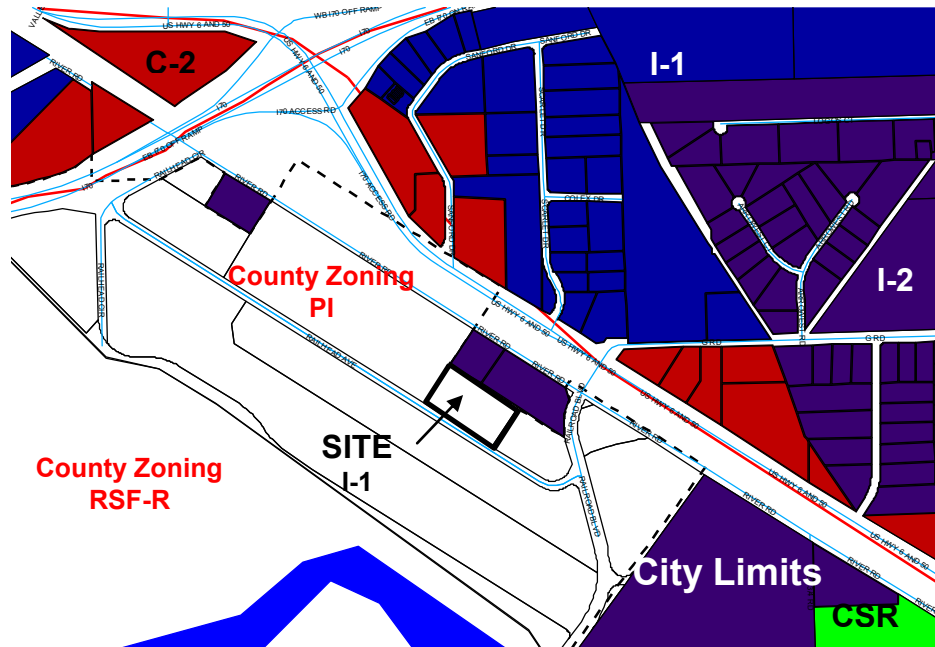
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 3rd of August, 2005, the following Resolution was adopted:

RESOLUTION NO. ____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

LOGGAINS ANNEXATION

LOCATED AT 2234 RAILROAD AVENUE.

WHEREAS, on the 3rd day of August, 2005, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

LOGGAINS ANNEXATION

A parcel of land located in the Northwest Quarter (NW 1/4) of Section 6, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of Block 2 in Railhead Industrial Park As Amended, Plat Book 13, Page 34, Mesa County Colorado records, and assuming the Northerly line of said Block 2 to bear N56°20'29"W with all bearings contained herein relative thereto; thence 22.97 feet along the arc of a 478.34 foot radius curve concave Northeast, having a central angle of 2°45'06" and a chord that bears N57°43'01"W a distance 22.97 feet along the Northerly line of said Block 2; thence N56°20'29"W continuing along the Northerly line of said Block 2 a distance of 414.98 feet to the Northeast corner of that certain parcel of land described in Book 2372, Page 978 public records of Mesa County, Colorado and being the Point of Beginning; thence S33°39'31"W along the East line of said parcel of land a distance of 410.00 feet to a point on the Southerly right of way of Railroad Avenue as is shown on said plat of Railhead Industrial Park As Amended; thence N56°20'29"W along the Southerly right of way of said Railroad Avenue a distance of 604.85 feet; thence N33°39'31"E along the West line of said parcel of land described in Book 2372, Page 978 a distance of 410.00 feet to a point on the Northerly line of said Block 2; thence S56°20'29"E along the Northerly line of said Block 2 a distance of 604.85 feet more or less to the Point of Beginning.

Said parcel contains 5.69 acres (247,989 sq. ft.) more or less as described

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

1. That a hearing will be held on the 7th day of September, 2005, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 3rd day of August, 2005.

Attest:

President of the Council

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
August 5, 2005
August 12, 2005
August 19, 2005
August 26, 2006

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

LOGGAINS ANNEXATION

APPROXIMATELY 5.69 ACRES

**LOCATED AT 2234 RAILROAD
AVENUE**

WHEREAS, on the 3rd day of August, 2005, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of September, 2005; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF GRAND JUNCTION, COLORADO:**

That the property situate in Mesa County, Colorado, and described to wit:

LOGGAINS ANNEXATION

A parcel of land located in the Northwest Quarter (NW 1/4) of Section 6, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of Block 2 in Railhead Industrial Park As Amended, Plat Book 13, Page 34, Mesa County Colorado records, and assuming the Northerly line of said Block 2 to bear N56°20'29"W with all bearings contained herein relative thereto; thence 22.97 feet along the arc of a 478.34 foot radius curve concave Northeast, having a central angle of 2°45'06" and a chord that bears N57°43'01"W a distance 22.97 feet along the Northerly line of said Block 2; thence N56°20'29"W continuing along the Northerly line of said Block 2 a distance of 414.98 feet to the Northeast corner of that certain

parcel of land described in Book 2372, Page 978 public records of Mesa County, Colorado and being the Point of Beginning; thence S33°39'31"W along the East line of said parcel of land a distance of 410.00 feet to a point on the Southerly right of way of Railroad Avenue as is shown on said plat of Railhead Industrial Park As Amended; thence N56°20'29"W along the Southerly right of way of said Railroad Avenue a distance of 604.85 feet; thence N33°39'31"E along the West line of said parcel of land described in Book 2372, Page 978 a distance of 410.00 feet to a point on the Northerly line of said Block 2; thence S56°20'29"E along the Northerly line of said Block 2 a distance of 604.85 feet more or less to the Point of Beginning.

Said parcel contains 5.69 acres (247,989 sq. ft.) more or less as described

Be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 3rd day of August, 2005 and ordered published.

ADOPTED on second reading this 7th day of September, 2005.

Attest:

President of the Council

City Clerk

Attach 5

Setting a Hearing on Zoning the Water's Edge No. 2 Annexation, Located at 2927 D Road

CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>							
Subject		Zoning the Water's Edge No. 2 Annexation, located at 2927 D Road.					
Meeting Date		August 3, 2005					
Date Prepared		July 28, 2005			File #ANX-2005-116		
Author		Senta L. Costello		Associate Planner			
Presenter Name		Senta L. Costello		Associate Planner			
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Introduction of a proposed zoning ordinance to zone the Water's Edge No. 2 Annexation RMF-8, located at 2927 D Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for August 17, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		<i>2927 D Road</i>	
Applicants:		Owner: LaDuke Enterprises Development, LLP – Duncan McArthur Representative: Development Construction Services, Inc – Tracy Moore	
Existing Land Use:		<i>Residential / Agricultural</i>	
Proposed Land Use:		<i>Single Family Residential subdivision</i>	
Surrounding Land Use:	North	<i>Residential / Agricultural</i>	
	South	Gravel Pit	
	East	Residential / Agricultural	
	West	Residential / Agricultural	
Existing Zoning:		County RSF-R	
Proposed Zoning:		City RMF-8	
Surrounding Zoning:	North	<i>County RSF-R</i>	
	South	City RSF-R	
	East	City RMF-8	
	West	<i>County RSF-R</i>	
Growth Plan Designation:		Residential Medium 4-8 du/ac	
Zoning within density range?		X	Yes
			No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-8 district is consistent with the Growth Plan density of Residential Medium 4-8 du/ac. The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development

Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

- 1. The existing zoning was in error at the time of adoption;**

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criterion is not applicable.

- 2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;**

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

- 3. The proposed zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;**

Response: The proposed zoning is compatible with the neighborhood and will not create any adverse impacts to the area. Any issues that arise with development of the property will be addressed through the review of the development.

- 4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;**

Response: The proposed zoning is consistent with the Goals and policies of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

- 5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;**

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

- 6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and**

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

- 7. The community or neighborhood will benefit from the proposed zone.**

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

STAFF RECOMMENDATION

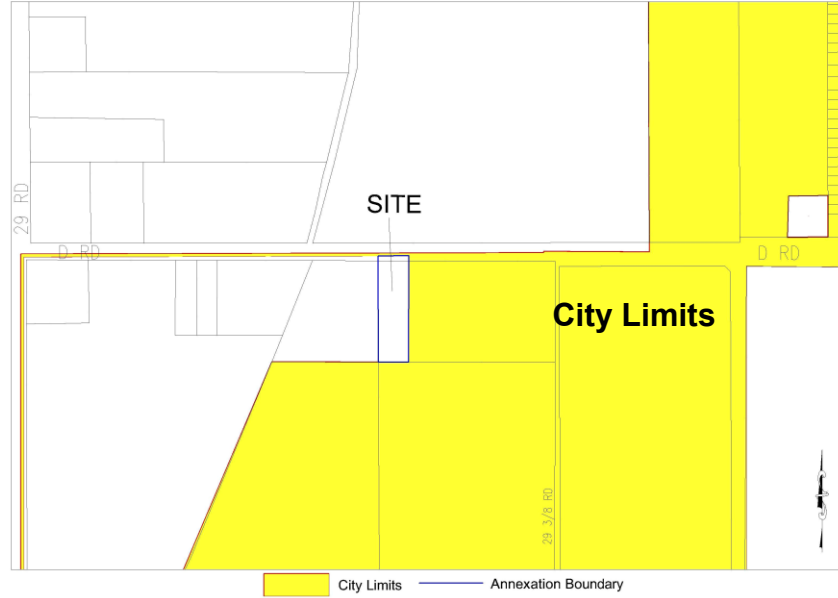
Staff recommends approval of the RMF-8 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-8 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

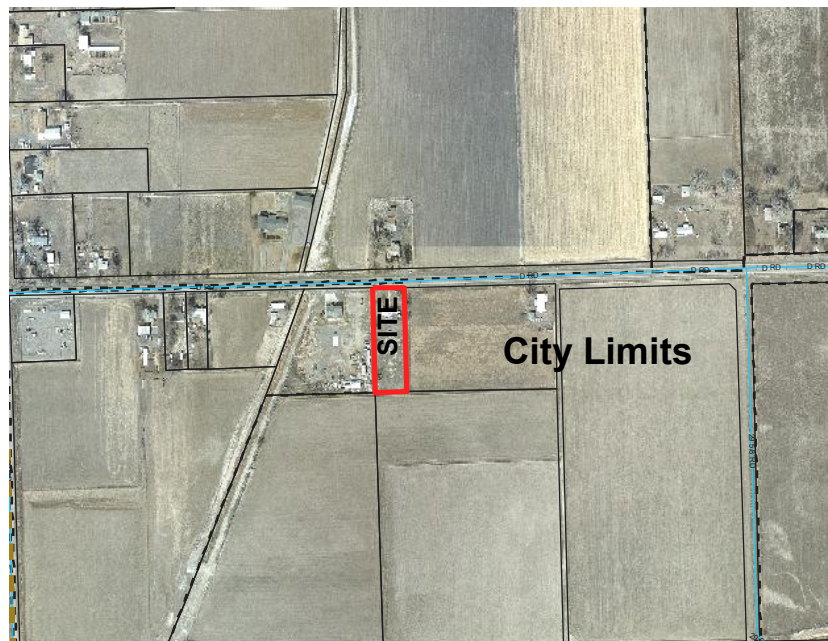
Figure 1

Water's Edge Annexation No. 2
Figure 5



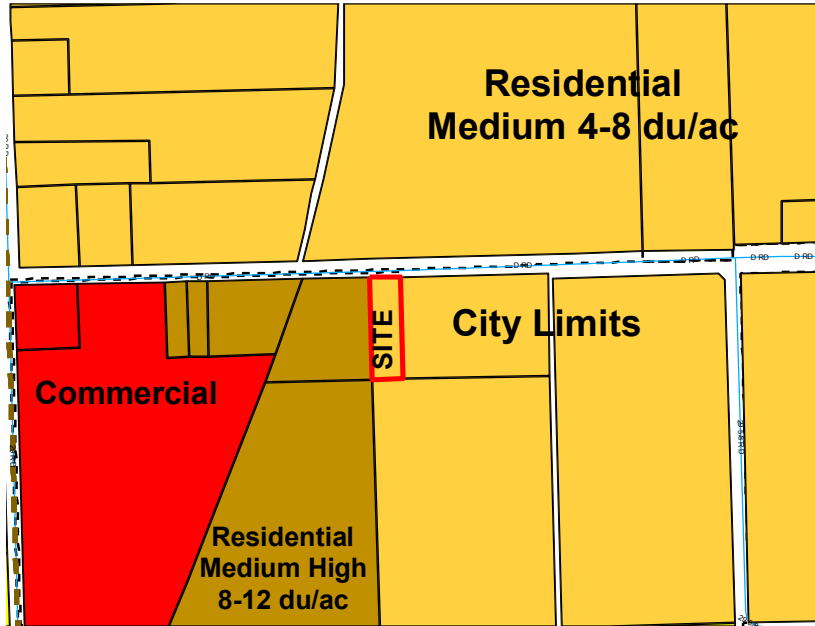
Aerial Photo Map

Figure 2



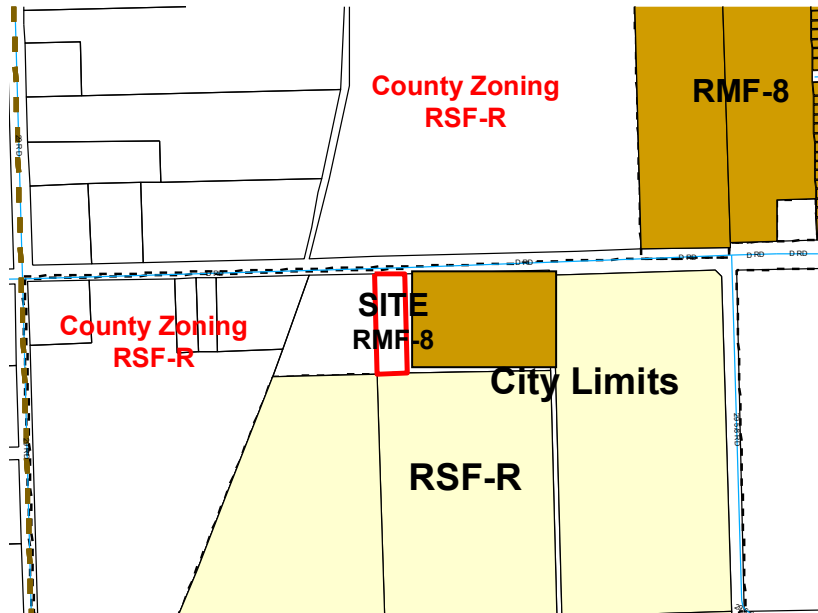
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE WATER'S EDGE NO. 2 ANNEXATION TO
RMF-8**

LOCATED AT 2927 D ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Water's Edge No. 2 Annexation to the RMF-8 zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 zone district be established.

The Planning Commission and City Council find that the RMF-8 zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND
JUNCTION THAT:**

The following property shall be zoned RMF-8 with a density not to exceed 8 units per acre.

WATER'S EDGE NO. 2 ANNEXATION

A parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NE 1/4 NW 1/4 of said Section 20, and assuming the North line of the NE 1/4 NW 1/4 of said Section 20 to bear N89°58'45"E with all bearings contained herein relative thereto; thence from said

Point of Commencement S00°03'15"E along the West line of the NE 1/4 NW 1/4 of said Section 20 a distance of 10.00 feet to a point on the South line of the Ephemeral Resources Annexation No. 3, Ordinance No. 3299, City of Grand Junction also being the Point of Beginning; thence N89°58'45"E along the South line of said Ephemeral Resources Annexation No. 3 a distance of 108.00 feet to the Northwest corner of the Water's Edge Annexation, Ordinance No. 3706, City of Grand Junction; thence S00°03'15"W along the West line of said Water's Edge Annexation a distance of 393.00 feet to the Southwest corner of said Water's Edge Annexation; thence S89°58'45"W a distance of 108.00 to the West line of the NE 1/4 NW 1/4 of said Section 20; thence N00°03'15"E along the West line of the NE 1/4 NW 1/4 of said Section 20 a distance of 393.00 feet to the Point of Beginning.

Said parcel contains 0.97 acres (42,441 square feet) more or less as described.

Introduced on first reading this 3rd day of August, 2005 and ordered published.

Adopted on second reading this ____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 6

Setting a Hearing for the Pomona Commons Rezone, Located at 589 25 ½ Road

CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>								
Subject		Pomona Commons rezone request						
Meeting Date		August 3, 2005						
Date Prepared		July 27, 2005				File #RZ-2005-163		
Author		Lori V. Bowers		Senior Planner				
Presenter Name		Lori V. Bowers		Senior Planner				
Report results back to Council		X	No		Yes	When		
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: A request to rezone 1.92 acres from RMF-5 to RMF-12. The property is located at 589 25 ½ Road

Budget: N/A

Action Requested/Recommendation: Introduction of a proposed ordinance rezoning the property and set a date for a public hearing to August 17, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		589 25 ½ Road			
Applicants:		Patricia Jarvis, property owner; IFI Corporation, petitioner.			
Existing Land Use:		Single family residential			
Proposed Land Use:		Residential, multi-family			
Surrounding Land Use:	North	Paradise Valley Mobile Home Park			
	South	Paradise Valley Mobile Home Park			
	East	Pomona Elementary			
	West	Paradise Valley Mobile Home Park			
Existing Zoning:		RMF-5			
Proposed Zoning:		RMF-12			
Surrounding Zoning:	North	PD (7.05)			
	South	PD (7.05)			
	East	CSR			
	West	PD (7.05)			
Growth Plan Designation:		RMH – 8 to 12 dwelling per acre			
Zoning request is within density range?		X	Yes		No

STAFF ANALYSIS:

1. Background: The property is located on 25 ½ Road. It is surrounded on three sides by the Paradise Valley Mobile Home Park and Pomona Elementary is directly across the street to the east. The subject property was part of a forty (40) acre parcel that was agricultural until the mid 1960's. The property was split, thirty-eight (38) acres being developed into Paradise Valley Mobile Home Park and the subject two (2) acres for the remaining single-family home. The subject property was annexed into the City in 1983 as an enclave annexation. The mobile home park was annexed into the City in 1978, with Pomona Elementary being annexed in 1979, which created the enclave.

2. Consistency with the Growth Plan: The parcel as it is currently zoned is not consistent with the Growth Plan. The Growth Plan designation is Residential

Medium High, 8 to 12 dwelling units per acre. The existing zoning is RMF-5. The request for RMF-12 zoning is consistent with the Growth Plan.

3. Section 2.6.A of the Zoning and Development Code:

Zone requests must meet all of the following criteria for approval:

1. The existing zoning was in error at the time of adoption;

Response: The applicant assumes that the zoning designation, reminiscent of the current RMF-5, was assigned the subject property along with the land use transition in the mid 1960's.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Response: The current zoning may have been entirely adequate and appropriate for the mid 1960's and 1970's. The past 10 to 15 years, however, have seen a change of character in the neighborhood. Improvements have been made to 25 ½ Road along with the water, sewer and storm sewer under lying 25 ½ Road. The subject property lies in a transition district between a trade district and single family housing. All three districts (Trade, Transitional and Single Family) have seen substantial growth in recent years. This growth along with the infrastructure improvements makes a rezoning of the subject property to RMF-12 much more compatible with the neighborhood.

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: Further, the proposed rezone should not create any adverse impacts on the neighborhood or the (Section 2.6.A.3) infrastructure already in place. The project is designed to have self contained parking. The relatively new storm sewer in 25 ½ Road adjoins the property and should be usable especially if a retention/detention pond is installed. There is a new eight (8) inch sewer line in 25 ½ Road. The applicant feels that City Engineering has led them to believe that Pomona Elementary is the only user of this line. The fire station and Monument Little League ball fields use a different line. The sewer line dead ends at Pomona Elementary Cafeteria, the line does not extend north to Patterson. The

sewer line is shallow and pump station will have to be installed. Pomona Elementary is also on a pump station. There are sewer manholes in 25 ½ Road at the north and south borders of the subject property. Fire hydrants are planned in the development. Currently there is sufficient flow in the looped eight (8) inch water main in 25 ½ Road to service the fire hydrants in the project. (A completed Fire Flow Form was attached as Exhibit B).

A soils report for the project has been completed by Western Colorado Testing, Inc. Soil conditions are compatible for the size of the proposed structures. (A copy of the geotechnical report was provided).

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Response: Currently the subject property is zoned RMF-5 units per acre. We are proposing an increase in density to twelve (12) units per acre. The subject property is approximately 1.92 acres. The net density increase we are seeking is from nine (9) units to twenty-three (23) units, a (14 unit) increase.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: Minimal, if any at all, effects on public facilities such as fire, police, sanitation, roads, parks and schools are expected.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Response: This property is located within the infill area.

7. The community or neighborhood will benefit from the proposed zone.

Response: Some of the items being planned for the project are:

1. Open space and conserve as many of the existing trees and shrubs as possible.
2. A single centralized irrigation system to efficiently use the existing water rights.
3. A privacy fence around the subject property.
4. All of the existing buildings will be demolished.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district would also be consistent with the Growth Plan designation for the subject property.

- a. RMF-8 (Residential Multi-family, not to exceed eight units per acre).

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Pomona Commons application, RZ-2005-163 request for a rezone, the Planning Commission made the following findings of fact and conclusions:

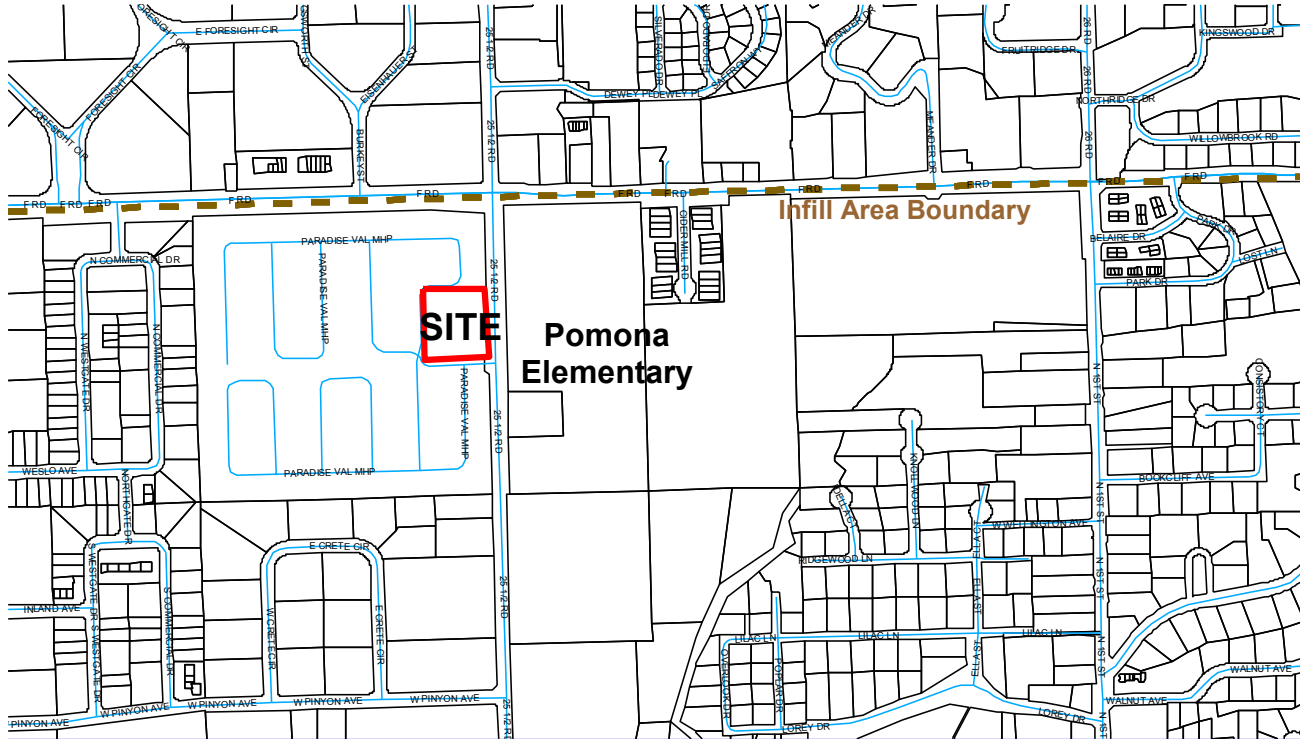
1. The requested zone is consistent with the Growth Plan
2. The review criteria in Section 2.6.A of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

The Pomona Commons rezone request was considered a non-controversial item and was placed on the Consent Calendar by the Planning Commission on July 26, 2005. The Planning Commission forwards a recommendation of approval to the City Council for the requested rezone; file number RZ-2005-163, with the findings and conclusions as listed above.

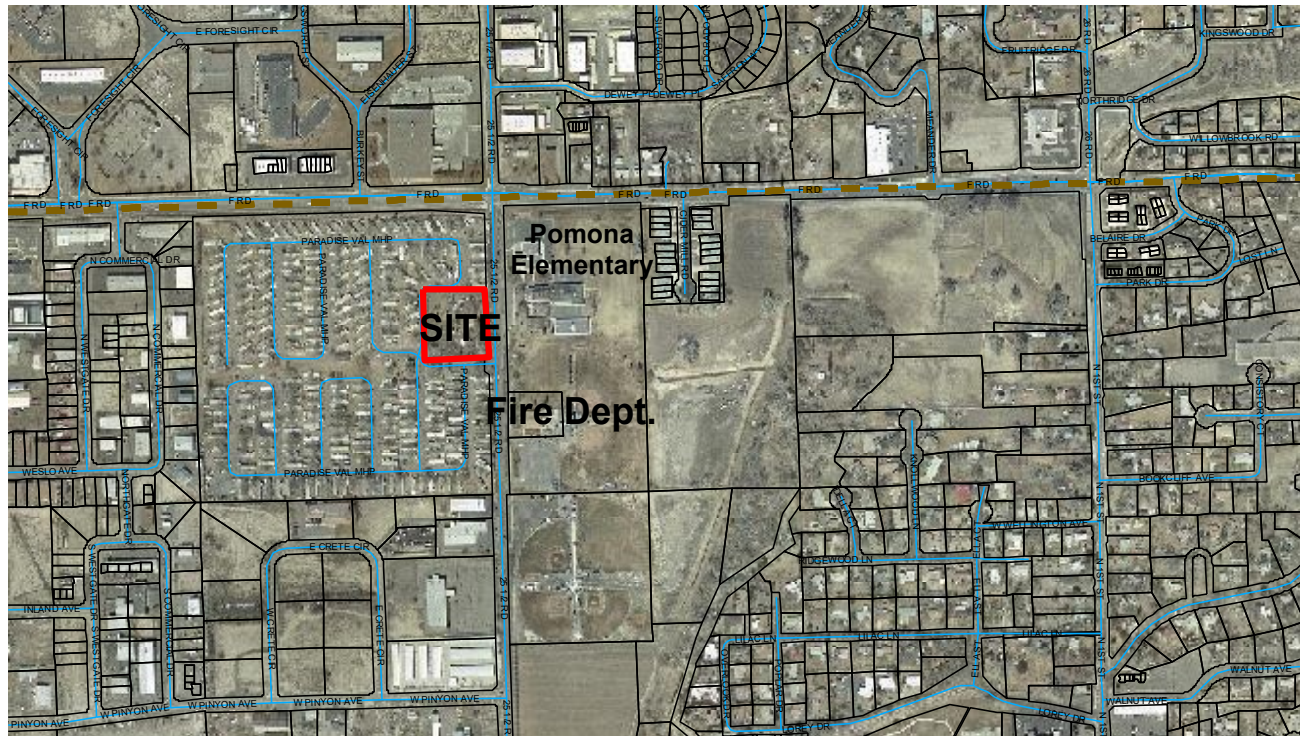
Site Location Map

589 25 1/2 Road



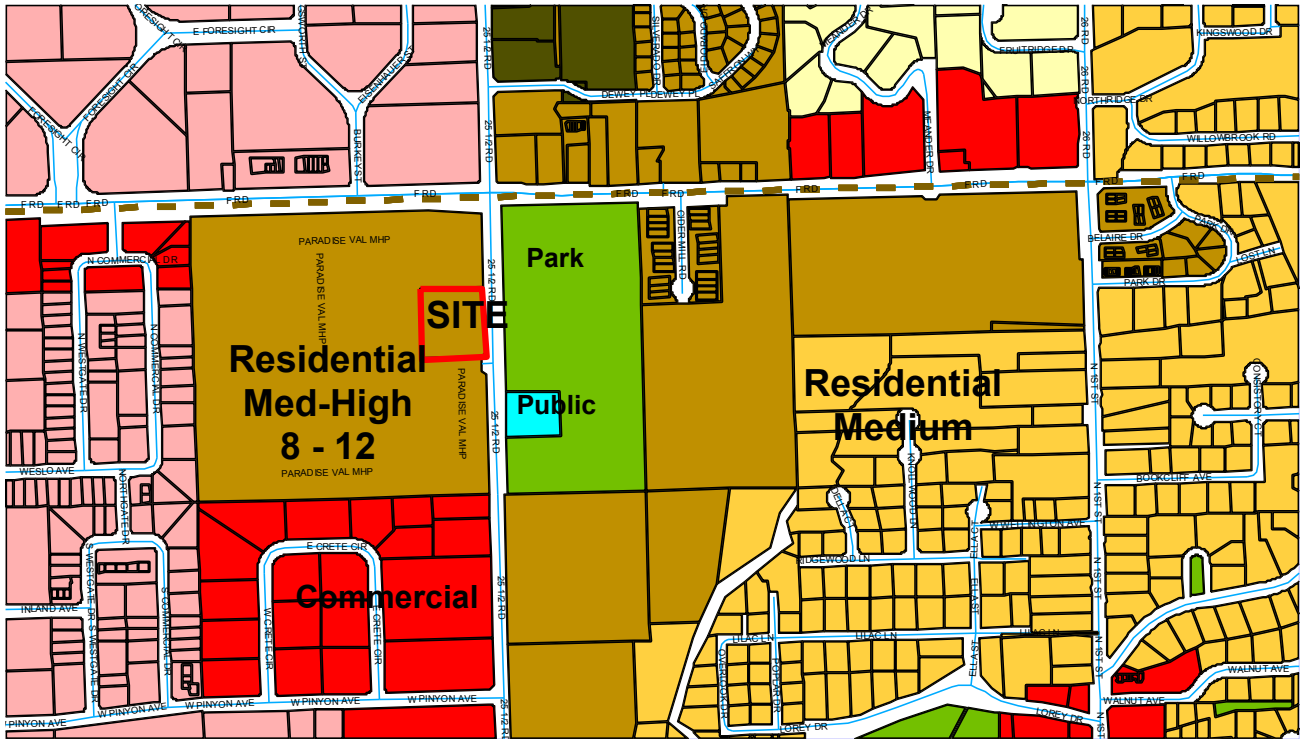
Aerial Photo Map

589 25 1/2 Road



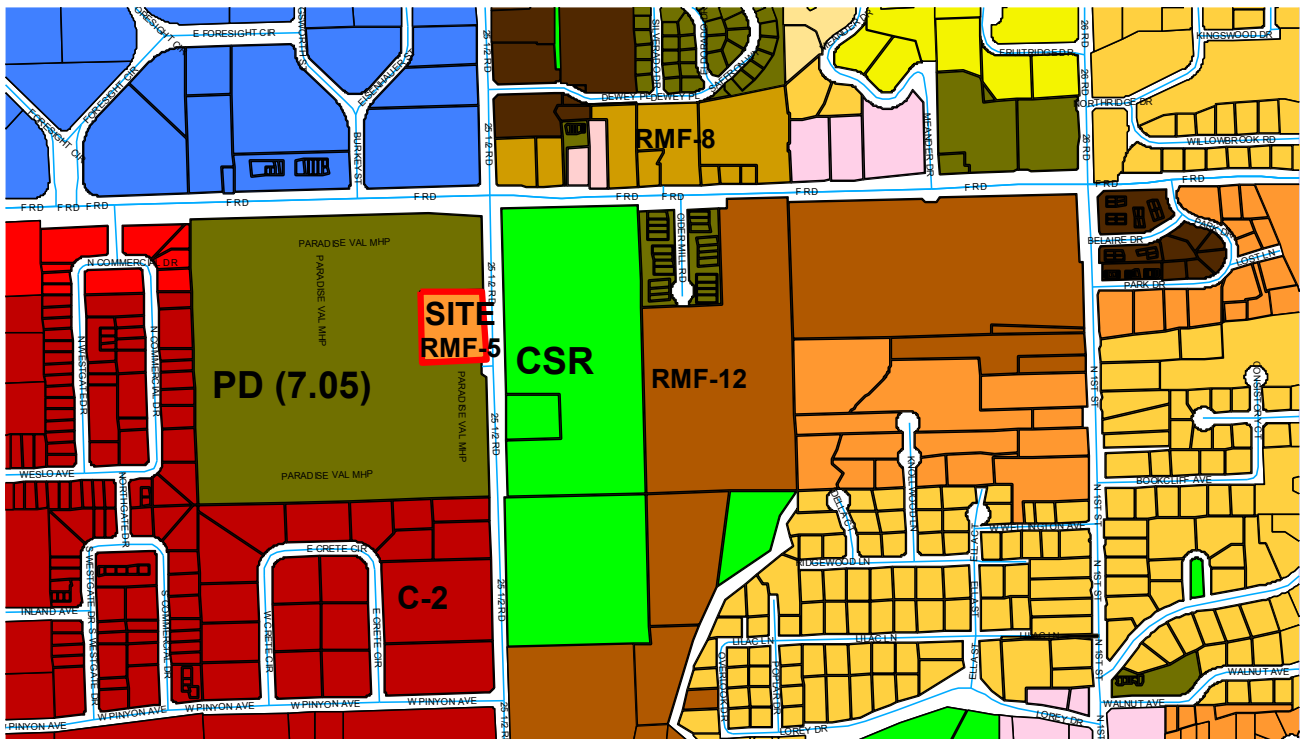
Future Land Use Map

589 25 1/2 Road



Existing City and County Zoning

589 25 1/2 Road



CITY OF GRAND JUNCTION, COLORADO
Ordinance No. _____
AN ORDINANCE ZONING 1.92 ACRES OF LAND LOCATED
AT 589 25 ½ ROAD, KNOWN AS POMONA COMMONS

Recitals.

A rezone from the Residential Multi-Family Five (RMF-5) district to the Residential Multi-Family Twelve (RMF-12) district has been requested for the property located at 589 25 ½ Road for purposes of developing a multi-family residential subdivision. The City Council finds that the request meets the goals and policies and future land use set forth by the *Growth Plan* (Residential Medium High, 8 to 12 dwelling units per acre). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its July 26, 2005 hearing, recommended approval of the rezone request from the RMF-5 district to the RMF-12 district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE RESIDENTIAL MULTI-FAMILY TWELVE (RMF-12) DISTRICT:

589 25 ½ Road, Tax Parcel Identification # 2945-102-00-153, consisting of 1.92 acres.

Uses Permitted: Those uses as listed in Chapter Three, of the Zoning and Development Code.

INTRODUCED for FIRST READING and PUBLICATION this 3rd day of August 2005.

PASSED on SECOND READING this **** day of ****, 2005.

ATTEST:

City Clerk

President of Council

Attach 7

Mesa County School Dist. #51 Agreement for the Construction of a City Gym/Activity Center at Bookcliff Middle School

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Mesa County School District #51 Agreement for the Construction of a City Gym/Activity Center in conjunction with the Construction of Bookcliff Middle School.					
Meeting Date	August 3, 2005					
Date Prepared	July 21, 2005				File #	
Author	Joe Stevens			Parks & Recreation Director		
Presenter Name	Kelly Arnold			City Manager		
Report results back to Council		No	X	Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Previously the City Council authorized an expenditure of \$81,000 for the development, design and bidding of a second gym at Bookcliff Middle School. On July 14, 2005 bids were opened by the School District, with an overall low bid for the construction of Bookcliff Middle School being submitted by FCI Contractors of Grand Junction, Colorado. The City Council is being asked whether or not to proceed with the construction of a City gymnasium/activity center at Bookcliff Middle School.

Budget: The engineers estimate for construction of a second gym at Bookcliff Middle School was \$1,397,990. The actual construction bid was \$1,134,200 or \$263,790 below the engineer's estimate. This amounts to an excellent bid of \$103.00/sq. ft. for 11,250 sq. ft. including storage, restrooms, and supervisory areas. Allowing for contingencies, it is requested that the City Council authorize an expenditure not to exceed \$1.2 million for the construction of a City gym/activity center at Bookcliff Middle School.

\$525,000 in City funds in 2006

\$500,000 in School District funds that will be paid back to the School District in 2007 (with interest)

\$175,000 in School District funds that will be paid back to the School District in 2008 (with interest)

\$1.2 Million

Action Requested/Recommendation: Authorize the City Manager to sign an agreement with School District #51 (copy attached) that will authorize the use of the facility as well as lay out the terms for the financing of the construction not to exceed \$1.2 million of a City gymnasium/activity center at Bookcliff Middle School.

Attachments: School District #51 Agreement
Bid Recap Sheet

Background Information: The Grand Junction City Council and the Mesa County School District #51 Board of Directors have endorsed the concept of developing strategic partnerships and have worked cooperatively at Pomona Elementary School, Pomona Park, Eagle Rim Park, Orchard Mesa Community Center Pool, and Wingate Park/School. With the passage last year of a major School District capital improvement program, staff for both the City and the School District were encouraged to explore additional opportunities. Both Pear Park Elementary School and Bookcliff Middle School neighborhoods were identified as being deficient in affording recreational opportunities. The City Council authorized \$81,000 at Bookcliff and \$47,000 at Pear Park for development, design, and bid document fees with the understanding that the City Council, at its discretion, might want to develop recreational amenities at these locations.

Draft – Do Not Circulate

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, 2005, by and between THE CITY OF GRAND JUNCTION, a Colorado Home Rule City, hereinafter called "City," and MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, hereinafter called "District;" collectively the "Parties."

R E C I T A L S

The District is the owner of real property situated in Mesa County, Colorado, known as Bookcliff Middle School. The school land is more fully described on Exhibit A attached hereto. The District is currently in the process of replacing the Bookcliff Middle School improvements with funds derived from the proceeds of the District's 2004 General Obligation Bond Issue.

In 2002, the City adopted a ten year Strategic Plan with a goal of supporting the Comprehensive Parks and Recreation Master Plan. Strategic Plan objectives support the development of neighborhood parks and specifically school/park recreational development when deemed in the best interest of the City and the District.

The City and the District have discussed and agreed to construct a gymnasium (herein the "Gymnasium," the location and design of which is attached hereto as Exhibit B) as a part of the new Bookcliff Middle School project, the cost of which will be reimbursed by the City, and dedicate the Gymnasium to public use pursuant to an arrangement for shared use and with the objective of maximizing public access consistent with the Parks Master Plan and the City's Strategic Plan and with its primary function as a public educational facility, all as more fully described herein.

An intergovernmental agreement for such purpose is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 22-32-110(1)(f), C.R.S., and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration

the sufficiency of which is acknowledged, the Parties agree as follows:

1. This Intergovernmental Agreement (herein "IGA") shall be for a term of 99 years, subject to termination only as provided in paragraphs 7 and 8.

2. The District will construct the Gymnasium as Alternates #5 and #6 to the current contract for general construction of the new Bookcliff Middle School Project according to the plan and design referenced in Exhibit B. The City will reimburse the District for the cost of constructing the Gymnasium the sum of \$1,134,200.00, plus any markups for additional or extra work approved in advance by the City, as follows:

On July 1, 2006, \$525,000.00, together with interest on the unpaid balance at the rate of 4% per annum from the completion date; and

On July 1, 2007, \$500,000.00, together with interest on the unpaid balance at the rate of 4% per annum from the completion date; and

On July 1, 2008, the entire unpaid balance of said amount, together with interest on the unpaid balance at the rate of 4% per annum from the completion date.

It is understood and agreed that the District's sole remedy for the City's nonperformance of the reimbursement obligations set forth above will be termination of this Agreement and repossession of the Gymnasium under Paragraph 8.

3. During the term of this IGA the City will, at its own expense, operate, repair and maintain the Gymnasium and its amenities to standards observed by the City in maintenance and operation of other City recreational facilities, to include, without limitation, all utilities and services, except custodial services, which will be provided by the District. The City will also provide for the maintenance to City standards of landscaping of the entire Bookcliff Middle School facility.

4. During the school year on days when school is in session the District shall be responsible for snow removal from the parking lots and school sidewalks; on other days the City will be responsible for snow removal as is necessary for the operation of the Gymnasium.

5. The City's Parks and Recreation Director and/or designee will be responsible for the scheduling, supervision and use and operation of Gymnasium. Fee schedules for non-educational users

of the Gymnasium shall be determined by the City's Parks and Recreation Director and/or designee. Except as otherwise provided herein, community use and recreational activities scheduled for or by the City's Parks and Recreation Department shall have priority over all other uses. The District shall be free to use the Gymnasium for its educational programs, without charge, when the Gymnasium is not scheduled for use by the City's Parks and Recreation Department, provided that the District shall have priority use of the Gymnasium for District-wide Middle School basketball and volleyball tournaments on at least six months advance notice in to the City's Parks and Recreation Director and/or designee. With City approval, which shall not be unreasonably withheld, the District may use the Gymnasium for its educational, extracurricular and co-curricular activities. The District shall be responsible for cleanup and repair necessitated by its usage. With District approval, which shall not be unreasonably withheld, the District will allow the City priority use of Bookcliff Middle School facilities, without charge on at least 48 hours notice and in accordance with existing District Building Use Policies. The City will be responsible for cleanup and repair necessitated by such usage. The City's right to use Bookcliff Middle School shall include days when school is not in session and after school on days when school is in session.

6. [Insert tax language to the effect: In order to preserve the tax exempt status of District General Obligation Bonds, the City agrees to make the Gymnasium available to the general public, not to grant any long-term contracts on the Gymnasium, not to engage private management firms for its portion of the occupancy, and to allow only limited private business use of the facility.]

7. The City may abandon the Gymnasium on no less than 12 months written notice to the District. Such notice shall be in writing and shall set a date for abandonment no less than 12 months from the date of the notice. Abandonment shall free the City from its obligation to maintain the Gymnasium and Bookcliff Middle School landscaping, and shall terminate the City's rights of usage hereunder. The Gymnasium improvements as then existing together with fixtures associated therewith shall become the property of the District. All Gymnasium moveable equipment purchased or provided by the City shall then remain the property of the City.

8. Should either party fail to substantially perform its obligations hereunder, the other party may give written notice of

the exact nature of the default. The party in default shall correct the default or provide written schedule of when and how the default will be corrected within 45 days from receiving such notice. Except as provided in Paragraph 2 with respect to reimbursement by the City for Gymnasium construction costs, failure to perform shall entitle the nondefaulting party to terminate this agreement or to pursue any other remedy in law or equity to enforce the terms hereof. In the event of termination, the Gymnasium improvements as then existing together with fixtures associated therewith shall remain the property of the District. All Gymnasium moveable equipment purchased or provided by the City shall then remain the property of the City.

9. Nothing contained herein shall be construed as a limitation upon the District's right to construct, maintain or continue the use of the Bookcliff Middle School site as an educational facility, nor shall anything herein be construed as a limitation upon the District's right to utilize any portion of the Gymnasium for school purposes subject to the limitations set forth in paragraphs 5 and 6; provided, however, that any such change in use which materially alters or interferes with City's operational, maintenance or repair functions as set forth in Paragraph 3 shall free the City from any such functions as applies to that portion of property subjected to any such change in use; and provided further that a 12 month notice shall be given to the City in the event the District wishes to modify or expand the Bookcliff Middle School site. Should the District determine that the Bookcliff Middle School site is no longer suitable for school purposes it may abandon the school site and dispose of the Bookcliff Middle School property, provided that the City shall have the first option of purchasing the entire school site by meeting a bona fide, acceptable offer of purchase or as may be agreed upon between the City and the District.

10. This Agreement shall be binding upon and inure to the benefit of the successors in interest of the respective parties.

11. The City's rights and obligation hereunder may not be assigned without the District's written consent, and any attempt to do so will be deemed a default by the City for failure to

substantially perform a material covenant and obligation hereunder.

12. The District's rights and obligations hereunder may not be assigned without the City's written consent, and any attempt to do so will be deemed a default by the District for failure to substantially perform a material covenant and obligation hereunder.

13. General provisions

a. Entire Agreement - Merger - Modifications - No Waiver.

This Agreement contains the entire understanding of the Parties and is intended as a complete and final expression of their Agreement and of the terms thereof. All prior statements and representations, including those which may have been negligently made, and all prior understandings and agreements are merged herein. The Parties specifically waive any claims they may have for negligent misrepresentations in the formation of this Agreement. This Agreement shall not be modified except by a writing signed by the Parties hereto or their duly authorized representatives. No waiver by either Party of any default shall be deemed a waiver of any subsequent default.

b. Time of the Essence. Time is of the essence of this Agreement, and in the event of the failure of either Party to perform any term or condition hereof, including but not limited to terms pertaining to delivery and payment, such party shall be in default and the other party shall be entitled to all remedies provided by law and the terms of this Agreement.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Grand Junction, State of Colorado. Venue for all actions connected herewith shall be in Mesa County, State of Colorado.

d. Invalidity. If any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties that the other terms and provisions of this Agreement shall not be affected thereby.

e. Captions. Article titles and paragraph titles or captions contained in this Agreement are inserted only as a

matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions thereof.

f. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

g. Attorney's fees. If, on account of any branch or default by a Party hereto under the terms and conditions hereof, it shall become necessary or appropriate for the other Party to employ or consult with an attorney concerning the enforcement of defense of its rights or remedies hereunder, the Party breaching or in default hereunder shall pay all reasonable attorney's fees so incurred by the other Party.

CITY OF GRAND JUNCTION, COLORADO

BY _____
City Manager

ATTEST:

City Clerk

MESA COUNTY VALLEY SCHOOL DISTRICT
NO. 51

By _____

ATTEST:

EXHIBIT A

Legal Description of the Bookcliff Middle School Property

End of Exhibit A

EXHIBIT B

Gymnasium Alternate - Description

New Bookcliff Middle School Bid Alternate #5, "Construct City Gym" as shown on Drawings A-810, A-811, A-812, A-813, and A-814, as prepared by AndersonMasonDale Architects, P.C., dated June 6, 2005.

and

New Bookcliff Middle School Bid Alternate #6, "City Gym Small Gym Divider Curtain" as shown perpendicular to Grid Line 20 on Drawings, as prepared by AndersonMasonDale Architects, P.C., dated June 6, 2005.



**MESA COUNTY VALLEY SCHOOL DISTRICT 51
 BID TABULATION FORM**

**BOOKCLIFF MIDDLE SCHOOL
 7/14/05**

112,008 SF

		BIDDERS			
		FCI		Layton	
BASE BID AMOUNT		\$11,333,000		\$11,535,000	
	Cost / SF	\$101.18		\$102.98	
	Difference			\$202,000.00 1.8%	
<u>UNIT PRICES</u>					
#1 Conc filled steel piles	ADD / LF	\$25		\$30	
#2 Conc filled steel piles	DEDUCT / LF	(\$5)		\$0	
<u>ALTERNATES</u>		Running Subtotal		Running Subtotal	
ALTERNATE #1	Classroom Pod	\$520,000	\$11,853,000	\$605,000	\$12,140,000
ALTERNATE #2	Jumbo Brick	\$61,000	\$11,914,000	(\$15,000)	\$12,125,000
ALTERNATE #3	Skylights	\$61,000	\$11,975,000	\$47,000	\$12,172,000
ALTERNATE #4	Hardwood Floor	\$20,000	\$11,995,000	\$19,703	\$12,191,703
ALTERNATE #5	City Gym	\$1,128,000	\$13,123,000	\$1,117,000	\$13,308,703
ALTERNATE #6	City Gym divider curtain	\$6,200	\$13,129,200	\$14,500	\$13,323,203
SUBTOTAL		\$1,796,200		\$1,788,203	
TOTAL		\$13,129,200		\$13,323,203	
	Cost / SF	\$117.22		\$118.95	
	Difference			\$194,003.00 1.5%	
ADDENDA 1-4					
	1	yes		yes	
	2	yes		yes	
	3	yes		yes	
	4	yes		yes	
MARKUPS					
	ADD - GC	7%		15%	
	ADD - SubCont	7%		10%	
	DELETE - GC	0%		10%	
	DELETE - SubCont	0%		5%	

**MESA COUNTY VALLEY SCHOOL DISTRICT 51
 BID TABULATION FORM**

**FRUITA 8 & 9 CENTER
 7/14/05**

100,424 SF

		BIDDERS			
		FCI		LAYTON	
BASE BID AMOUNT		\$11,862,000		\$12,099,000	
	Cost / SF	\$118.12		\$120.48	
	Difference			\$237,000.00 2.0%	
<u>UNIT PRICES</u>					
#1 Conc filled steel piles	ADD / LF	\$25		\$30	
#2 Conc filled steel piles	DEDUCT / LF	(\$5)		\$0	
<u>ALTERNATES</u>					
			Running Subtotal		Running Subtotal
ALTERNATE #1	Classroom Pod	\$520,000	\$12,382,000	\$596,000	\$12,695,000
ALTERNATE #2	Jumbo Brick	\$67,000	\$12,449,000	\$0	\$12,695,000
ALTERNATE #3	Skylights	\$69,000	\$12,518,000	\$47,900	\$12,742,900
ALTERNATE #4	Hardwood Floor	\$20,000	\$12,538,000	\$19,700	\$12,762,600
	J Road Paving	\$20,000	\$12,558,000	\$22,000	\$12,784,600
SUBTOTAL		\$696,000		\$685,600	
TOTAL		\$12,558,000		\$12,784,600	
	Cost / SF	\$125.05		\$127.31	
	Difference			\$226,600.00 1.8%	
<u>ADDENDA 1-4</u>					
	1	yes		yes	
	2	yes		yes	
	3	yes		yes	
	4	yes		yes	
<u>MARKUPS</u>					
	ADD - GC	7%		15%	
	ADD - SubCont	7%		10%	
	DELETE - GC	0%		10%	
	DELETE - SubCont	0%		5%	

**MESA COUNTY VALLEY SCHOOL DISTRICT 51
 BID TABULATION FORM**

**COMBINATION BOOKCLIFF MIDDLE SCHOOL & FRUITA 8/9 CENTER
 7/14/05**

212,432 SF

		BIDDERS			
		FCI		LAYTON	
BASE BID AMOUNT		\$22,963,000		\$23,398,000	
	Cost / SF	\$108.10		\$110.14	
	Difference			\$435,000.00 1.9%	
<u>UNIT PRICES</u>					
#1 Conc filled steel piles	ADD / LF	\$25		\$30	
#2 Conc filled steel piles	DEDUCT / LF	(\$5)		\$0	
<u>ALTERNATES</u>					
		Running Subtotal		Running Subtotal	
ALTERNATE #B1	Classroom Pod	\$509,000	\$23,472,000	\$605,000	\$24,003,000
ALTERNATE #F1	Classroom Pod	\$509,000	\$23,981,000	\$596,000	\$24,599,000
ALTERNATE #B2	Jumbo Brick	\$61,000	\$24,042,000	\$0	\$24,599,000
ALTERNATE #F2	Jumbo Brick	\$67,000	\$24,109,000	\$0	\$24,599,000
ALTERNATE #B3	Skylights	\$61,000	\$24,170,000	\$47,000	\$24,646,000
ALTERNATE #F3	Skylights	\$69,000	\$24,239,000	\$47,900	\$24,693,900
ALTERNATE #B4	Hardwood Floor	\$20,000	\$24,259,000	\$19,700	\$24,713,600
ALTERNATE #F4	Hardwood Floor	\$20,000	\$24,279,000	\$19,700	\$24,733,300
ALTERNATE #B5	City Gym	\$1,128,000	\$25,407,000	\$1,117,000	\$25,850,300
ALTERNATE #B6	City Gym divider curtain	\$6,200	\$25,413,200	\$14,500	\$25,864,800
	J Road Paving	\$20,000	\$25,433,200	\$22,000	\$25,886,800
SUBTOTAL		\$2,470,200		\$2,488,800	
TOTAL		\$25,433,200		\$25,886,800	
	Cost / SF	\$119.72		\$121.86	
	Difference			\$453,600.00 1.8%	
<u>ADDENDA 1-4</u>					
	1	yes		yes	
	2	yes		yes	
	3	yes		yes	
	4	yes		yes	
<u>MARKUPS</u>					
	ADD - GC	7%		15%	
	ADD - SubCont	7%		10%	
	DELETE - GC	0%		10%	
	DELETE - SubCont	0%		5%	
<u>INDIVIDUAL BIDS</u>					
	Bookcliff MS	\$13,129,200		\$13,323,203	
	Fruita 8/9 Center	\$12,558,000		\$12,784,600	
	Total	\$25,687,200		\$26,107,803	
	Combo Savings	\$254,000		\$221,003	

Attach 8

Public Hearing – Reduction of Distance Restriction for Brew Pub Liquor Licenses to College Campuses

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Reduction of Distance Restriction for Brew Pub Liquor Licenses to College Campuses					
Meeting Date	August 3, 2005					
Date Prepared	June 30, 2005				File # NA	
Author	Stephanie Tuin			City Clerk		
Presenter Name	Stephanie Tuin John Shaver			City Clerk City Attorney		
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Jim Jeffryes
	Workshop	X		Formal Agenda		Consent X Individual Consideration

Summary: State law requires five hundred feet, using direct pedestrian access, from the property line of a school to the liquor-licensed premise; however, the law also allows local jurisdictions to reduce that distance for a certain class of license for one or more types of schools. In 1987, the Grand Junction City Council reduced the distance for full service restaurant licenses from college campuses to 300 feet and then in 2004, the City Council eliminated the distance restriction from college campuses to full service restaurant licenses. The City Council has now been requested to consider reducing the distance restriction from college campuses to brew pub liquor licenses.

Budget: There is no cost other than that of processing an ordinance. A change to the ordinance may result in additional liquor licenses in the vicinity of Mesa State College.

Action Requested/Recommendation: Hold public hearing and consider final passage and final publication of proposed ordinance.

Attachments:

1. Letter from Jim Jeffryes requesting Council consideration
2. Map of the area affected
3. Measurement of Distance Map
4. Proposed Ordinance

Background Information: Mr. Jim Jeffryes has leased the old Prime Cut Restaurant just north of Mesa State College Campus on 12th Street and is asking the City Council

to reduce the distance restriction so that a brew pub liquor license can proceed through the licensing process.

State law, 12-47-313(1)(d)(II), C.R.S., provides that the distance is measured “by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which liquor is to be sold, using a route of direct pedestrian access.” State Liquor Code Regulation 47-326 further clarifies that it is “measured as a person would walk safely and properly, without trespassing with right angles at crossings and with the observance of traffic regulations and lights.”

Any change to the distance will affect all locations in the City where a principal campus of a college, university or seminary exist. At present, there are no other principal college campuses.

The Liquor Code defines a brew pub as a retail establishment that manufactures no more than 1,860,000 gallons of malt liquor on-premises per year. The manufactured beer can be sold by the drink on the premises or sold in sealed containers for off-premise consumption (sometimes referred to as “growlers”) or to independent wholesalers or distributors. Only 15% of the gross annual income from on-premises business needs to be from food; hotel-restaurant liquor licenses require 25% food. The Zoning and Development Code requires on-premise consumption liquor establishments to go through the Conditional Use Permit process unless the food service accounts for at least 75% of the annual revenue.

Although Mr. Jeffryes represents that his brew pub will be run like a restaurant, any change made by the City Council would affect any subsequent license at this location with very little review (liquor licenses can be transferred to new owners and the new owner would only need to comply with the minimum requirements) or any additional brew pub licenses in that vicinity.

Currently hotel-restaurant liquor licenses are allowed immediately adjacent to the college. Existing food establishments in the immediate vicinity of the college are all listed below. Mr. Jeffryes is proposing a brew pub license at the former Prime Cut location. Measurement is defined as how a pedestrian would legally walk, using crosswalks. The measurements are approximate using the GIS system; only an on ground survey could determine the exact distance.

1. Chopstix Chinese Restaurant, 1029 North Ave - 342 feet
2. Blackjack Pizza, 1059 North Ave – 468 feet
3. Steaming Bean Coffee House, 1059 North Ave – 468 feet
4. Kentucky Fried Chicken, 1111 North Ave – 535 feet
5. Diorios Pizza, 1125 North Ave – 457 feet
6. El Tapatio, 1145 North Ave – 281 feet
7. Arby’s, 1155 North Ave – 226 feet
8. McDonalds, 1212 North Ave – 343 feet
9. Taco John’s, 1122 N. 12 St - 241 feet

10. Higher Grounds Coffee Shop, 1230 N. 12th St. – 332 feet
11. Papa Kelsey's & Fred, 1234 N. 12th St - 133 feet
12. Subway, 1840 N. 12th St – 200 feet
13. (Formerly) Prime Cut, 1960 N. 12th St – 372 feet (the applicant states 340 feet)
14. Higher Grounds & Biscotti Lounge, 936 North Ave – 297 feet

A map showing the locations of the listed properties is attached.

Jim Jeffryes
ROSCO'S INC.
2683 Del Mar Drive
Grand Junction, CO 81506
(970) 201-6781

June 7, 2005

Grand Junction City Council
c/o Bruce Hill, Mayor
250 N 5th Street
Grand Junction, CO 81501

RE: Amendment of City Code No. 4-52

Dear Mayor Hill and City Council members:

Our company has leased the old Sirloin Stockade/Prime Cut Restaurant at 1910 N 12th Street and would like to open a brew pub at that location. Using the GIS system, we have calculated that the distance from our building to the parking lot owned by Mesa State College at the northwest corner of the intersection of 12th Street and Orchard Avenue is 340 feet.

I am writing this letter to request that the Grand Junction City Council amend City Code 4-52, which requires that the premises of a brew pub licensed establishment be at least 500 feet from the principal campus of a college or university. Specifically, I request that this distance be reduced to 300 feet or less.

We feel that there are several reasons which support the reduction from 500 feet to 300 feet for a brew pub. First, this issue was presented to the City Council regarding a hotel/restaurant liquor license last year by the owners of El Tapitio Restaurant located at 1145 North Avenue. This restaurant is located directly across the street from Mesa State College on North Avenue. At that time the City Council approved a reduction from 300 feet down to 0 feet for a hotel/restaurant license. It should also be noted that in 1987, the City Council reduced the distance between full-service restaurant licenses to college campuses from 500 feet to 300 feet. Based on this precedent, we feel it is appropriate that the distance between a college campus and a brew pub be reduced down to 300 feet.

Although the distance requirement for a hotel/restaurant liquor license was reduced to zero last May, we recognize that a brew pub license is different because it manufactures beer and is able to distribute beer to wholesale or retail accounts. However, we intend to operate a restaurant that serves freshly prepared foods at very affordable prices and to operate our small brewery to serve unique and fresh beer using our own recipes. We do not have any plans to distribute our beer to wholesale or retail accounts. In fact, our business plan goal is 18% of total

Grand Junction City Council
June 7, 2005
Page 2

sales in beer and 5% in wine. Our hours of operation will be 11 a.m. to 10 p.m., so there will be no late night activity to disturb the surrounding neighborhood.

The great location of our restaurant provides a tremendous opportunity for a successful lunch business. Liquor sales during lunch will be almost non-existent. Dinner sales are not projected to be as strong as lunch time, but that is the period of time when we will sell more beer and wine. In addition, because we will not be open late-night, beer and wines sales overall will be low. Based on our business plan, we anticipate that we will be operating more like a traditional restaurant instead of a brew pub. Although we are located in close proximity to the college, we plan to vigorously card young people to insure they are over 21 and to monitor consumption and behavior of our clientele to insure that we do not serve anyone who might be visibly intoxicated. Generally speaking, our business plan is not to draw a large number of college students or other young people who are interested primarily in drinking. Rather, we expect our market to be those persons who want to have a specialty beer with a meal.

In the alternative, we request that the City Council make a determination that our business premises are located more than 500 from the principal campus of Mesa State College based on the method by which this measurement is calculated. Pursuant to the Colorado Division of Liquor/Tobacco Enforcement Regulation 47-326, the distance between a principal campus of any college or university and the premises where liquor is sold is to be computed by direct measurement from the nearest property line of land used for school purposes to the nearest portion of the building in which malt, vinous or spiritous liquors are to be sold using a route of direct pedestrian access.

We submit that the parking lot at the southwest corner of 12th and Orchard, while legally owned by Mesa State College, is not used for school purposes. Rather, it is actually used as a transfer station by Grand Valley Transit. Because this area is not being used by Mesa State College for school purposes, the closest area being used by the college for school purposes is the tennis courts lying to the west of the GVT parking lot. This distance is more than 500 feet. Thus, as it relates to a specific brew pub license, we feel that we would qualify under that criteria. In the event that the City Council does not approve our request to reduce the minimum distance between the premises of a brew pub and the principal campus of a college or university to 300 feet, we ask that the Council make a factual determination that our building is more than 500 feet from the nearest area of its property actually being used by Mesa State College and that my client qualifies for a brewpub license.

In summary, we believe that our request is reasonable for the following reasons:


1. Our location's distance from college buildings is nearly 1000 feet
2. The parking lot of the college closest to our access is actually used for Grand Valley Transit as a transfer station, not actual college use

Grand Junction City Council
June 7, 2005
Page 3

3. We are a neighborhood business with our success closely tied to being good neighbors and serving the best products that we can make
4. We manufacture beer only for restaurant purposes, not to distribute
5. We are providing a full-service restaurant in an area that is underserved . . . ½ mile to any full service restaurant from our neighborhood
6. Our affordable prices fit the college community and the local customers we will attract for lunch and dinner

Please consider our request and approve a change to the City Code 4-52 that will allow us to establish our business at this landmark location. In the alternative, make a factual determination that my client qualifies for a brewpub license at its intended location under the current criteria.

Sincerely,


Jim Jeffryes

cc: Mark Luff, Esq.
Stephanie Tuin, City Clerk

Parcel Search & Roadmap

Total: 355.14 FEET Segment: 71.25 FEET

Zoom to Area...

978
1935 N 12TH ST

971
901 N 12TH ST

109
1910 N 12TH ST

113
168

N 12TH ST

ORCHARD AVE

923
1040 MESA AVE

026
1840 N 12TH ST

Mesa County, Colo

0 71 0

LEGEND MAP LAYERS

MAP LAYERS

- All Layers
- Property Information
 - Parcel Lines
 - Parcel Numbers
 - Arbitrary Blocks
- Map Features
 - Transportation
 - Roads
 - State Highways
 - Railroad
 - Incorporated Areas
 - Buffer Zones
 - Facilities
 - Survey Lines
 - Waterways
 - Public Lands
 - Ortho Photos
 - 2005 BW
 - 2003 CIR
 - 2001-2002 Color
 - 2001 BW
 - 1997 Color
 - 1994 BW
 - 1966 BW
 - 1954 BW
 - Shade Relief

Refresh Map

2005 BW
Measure Totals cleared.

http://mcgis.co.mesa.co.us/website/assessor/viewer.htm?ActiveLayer=16&Query=PARCEL_NUM%3D%222945-122-00-109%2... 6/8/2005

Parcel Search & Roadmap

Zoom to Area...

Total: 738.75 FEET Segment: 640.2 FEET

Mesa County GIS.

2005 BW
Measure Totals cleared.

LEGEND

MAP LAYERS

- All Layers
- Property Information
 - Parcel Lines
 - Parcel Numbers
 - Arbitrary Blocks
- Map Features
 - Transportation
 - Roads
 - State Highways
 - Railroad
 - Incorporated Areas
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 - 1994 BW
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 - 1954 BW
 - Shade Relief

Refresh Map

http://mcgis.co.mesa.co.us/website/assessor/viewer.htm?ActiveLayer=16&Query=PARCEL_NUM%3D%222945-122-00-109%2... 6/8/2005

Parcel Search & Roadmap

Total: 708.83 FEET Segment: 755.59 FEET

Mesa County GIS.

2005 BW
Measure Totals cleared.

Zoom to Area . . .

LEGEND MAP LAYERS

MAP LAYERS

- All Layers
- Property Information
 - Parcel Lines
 - Parcel Numbers
 - Arbitrary Blocks
- Map Features
 - Transportation
 - Roads
 - State Highways
 - Railroad
 - Incorporated Areas
 - Buffer Zones
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Refresh Map

http://mcgis.co.mesa.co.us/website/assessor/viewer.htm?ActiveLayer=16&Query=PARCEL_NUM%3D%222945-122-00-109%2... 6/8/2005

Mesa State College and Vicinity

Formerly Prime Cut

Mesa State

Subway

Papa Kelsey's

Taco John's

Higher Grounds

Chopstix

KFC

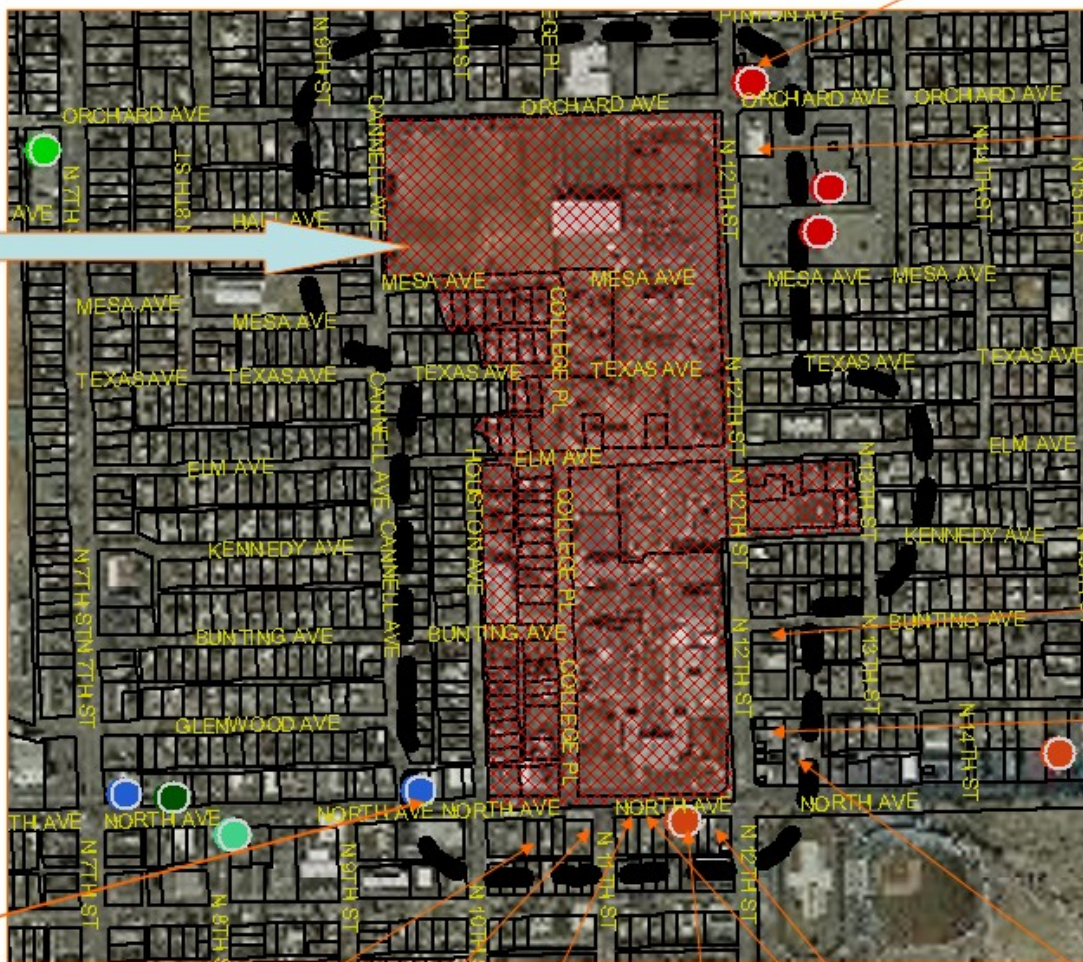
El Tapatio

Arby's

McDonald's

Blackjack/Coffee House

Dioiros





463 feet

Proposed Site

372 feet

MSC Parking Lot

Distance Measurement

Ordinance No. _____

An Ordinance Amending Section 4-52 of the Grand Junction Code of Ordinances Reducing the Distance a Brew Pub Liquor Licensed Premise Must Be from the Principal Campus of a College or University in the City of Grand Junction

Recitals.

12-47-313 (1)(d)(I) C.R.S. requires any building where the malt, vinous, or spirituous liquor is to be sold to be located at least five hundred feet from any public or parochial school or the principal campus of any college, university or seminary.

12-47-313 (1)(d)(III) C.R.S. provides that “The local licensing authority of any city and county, by rule or regulation, the governing body of any other municipality, by ordinance and the governing body of any other county, by resolution, may eliminate or reduce the distance restrictions imposed by this paragraph (d) for any class of license, or may eliminate one or more types of schools or campuses from the application of any distance restrictions established by or pursuant to this paragraph (d)”.

In 1987, the City Council of the City of Grand Junction, after a properly noticed public hearing, adopted Ordinance No. 2367 which reduced the distance a hotel and restaurant liquor licensed establishment must be from the principal campus of a college or university to 300 feet. Subsequently in 2004, the City Council adopted Ordinance No. 3620 which reduced the distance for a college campus down to zero for hotel-restaurant liquor licenses.

The City Council considered a reduction of distance required between brew pub liquor licenses and the principal campus of colleges and universities and has established the required distance as provided with this ordinance.

NOW, THEREFORE, BE IT ORDAINED THAT:

Under the provisions of 12-47-313 (1)(d)(III) C.R.S., the distance that a brew pub liquor licensed premises must be separated from the principal campus of a college or university in the City of Grand Junction is reduced from 500 feet to 300 feet. The distance shall be determined in accordance with 12-47-313 (1)(d)(II) C.R.S. and Colorado Liquor Regulation 47-326.

Introduced on first reading and ordered published this _____ day of _____, 2005.

Passed on second reading and order published this _____ day of _____, 2005.

ATTEST:

President of the Council

City Clerk

Attach 9

Public Hearing – Vacating a Public ROW Forrest Run Subdivision, Located at 641 29 ½ Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Vacation of Public Road Right-of-Way – Forrest Run Subdivision, 641 29 ½ Road					
Meeting Date	August 3, 2005					
Date Prepared	July 26, 2005				File #VR-2005-052	
Author	Pat Cecil		Development Services Supervisor			
Presenter Name	Pat Cecil		Development Services Supervisor			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X		Formal Agenda		Consent X Individual Consideration

Summary: The petitioner is requesting approval of a vacation of a 25 foot wide public road right-of-way located on the west side of Marchun Drain. The road right-of-way was dedicated in the County as part of the Holton’s Haciendas Subdivision. There is no improved road or utilities within the right-of-way.

Budget: There is no impact to the budget due to this being unimproved right-of-way.

Action Requested/Recommendation: That the City Council conduct the public hearing and adopt the vacation ordinance. The Planning Commission at their July 12th meeting recommended that the Council approve the vacation conditioned upon the vacation ordinance being recorded concurrently with the plat for the Forrest Run Subdivision.

Background Information: See attached staff report.

- Attachments:** Staff Report
 Vicinity Map
 Aerial Photo
 Growth Plan Map
 Zoning Map

Ordinance
Exhibit "A"

BACKGROUND INFORMATION			
Location:		641 29 ½ Road	
Applicants:		James and Rosalee Holton - Owners Gary Roe - Agent	
Existing Land Use:		Residence	
Proposed Land Use:		Residential subdivision	
Surrounding Land Use:	North	Residential subdivision	
	South	Residential/agricultural	
	East	Residential	
	West	Residential	
Existing Zoning:		RMF-5	
Proposed Zoning:		Same	
Surrounding Zoning:	North	RMF-8 (City)	
	South	RSF-2 (County)	
	East	RSF-2 (County)	
	West	RMF-5 (City)	
Growth Plan Designation:		Residential Medium 4-8	
Zoning within density range?		X	Yes
			No

PROJECT DESCRIPTION: The petitioners are requesting that the City vacate a 25 foot public road right-of-way located on the west side of the Marchun Drain, which dissects the property, north to south. The right-of-way was dedicated to the public on the plat for the Holton’s Haciendas Subdivision

ANALYSIS:

- Background: The right-of-way proposed to be vacated was created with the recording of the Holton’s Haciendas subdivision plat in 1990, which dedicated all streets and roads shown on the plat to the public. The right-of-way

proposed to be vacated does not contain any roadway or any utilities. The City's Real Estate Manager estimates that the value of the proposed vacated area is approximately \$14,000.

The right-of-way area, once it is vacated, will become part of a detention basin "Tract" that will be created with the recordation of the plat for the Forrest Run Subdivision. The "Tract" area will be owned and maintained by the HOA for the subdivision.

2. Consistency with the Growth Plan: The public right-of-way proposed to be vacated is not identified on the Grand Valley Circulation Plan, therefore the vacation would be consistent the Growth Plan.

3. Section 2.11.C. of the Zoning and Development Code

Requests vacate any public right-of-way or easement must conform to all of the following:

- a. The Growth Plan, major street plan and other adopted plans and policies of the City.

The right-of-way does not appear on the major street plan, other adopted plans and is not identified in the Growth Plan as a part of required infrastructure.

- b. No parcel shall be landlocked as a result of the vacation.

No parcel will become landlocked as a result of the vacation.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

The proposed vacation will not affect access to any parcels and will not result in a devaluation of any adjacent properties.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There will be no adverse impacts on services as a result of the vacation.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

The vacation will not affect the provision of adequate public facilities or services.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The vacation has the potential to reduce the maintenance requirements of the City.

FINDINGS OF FACT/CONCLUSIONS:

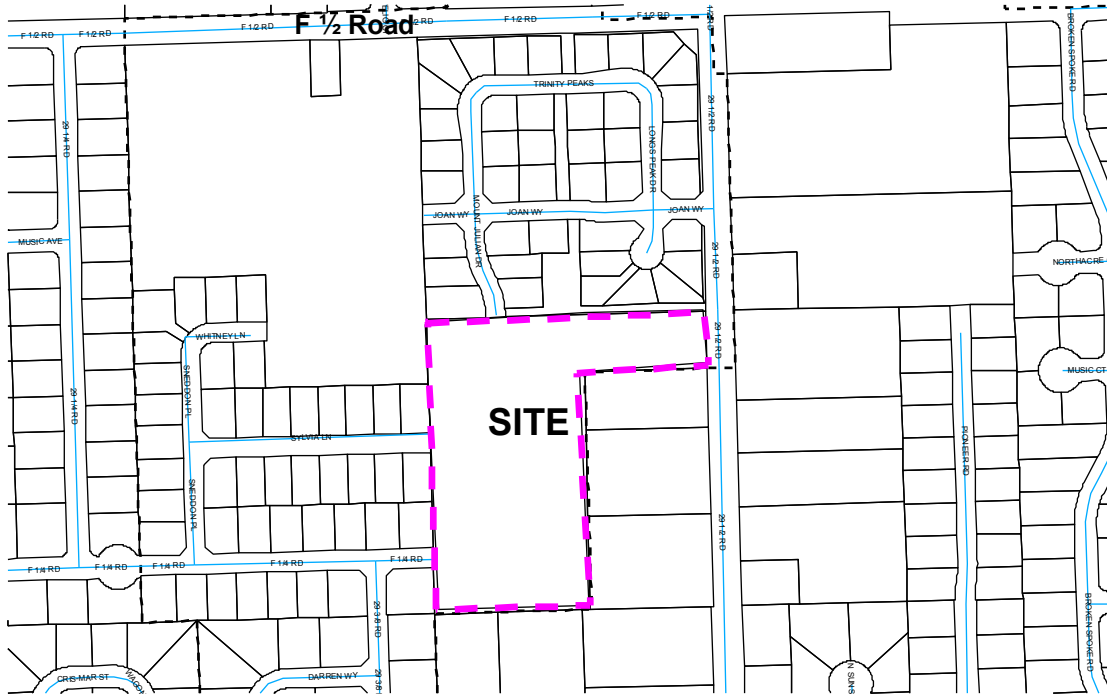
After reviewing the Forrest Run Subdivision public right-of-way vacation application, (VR-2005-052) for the vacation of a public right-of-way, the Planning Commission recommends that the City Council make the following findings of fact and conclusions:

- 3. The requested right-of-way vacation is consistent with the Growth Plan.
- 4. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

PLANNING COMMISSION Recommendation: The Planning Commission forward a recommendation of approval of the vacation to the City Council, making the findings of fact and conclusions listed above in the staff report with the condition that the vacation ordinance be recorded concurrently with the final plat for the Forrest Run Subdivision.

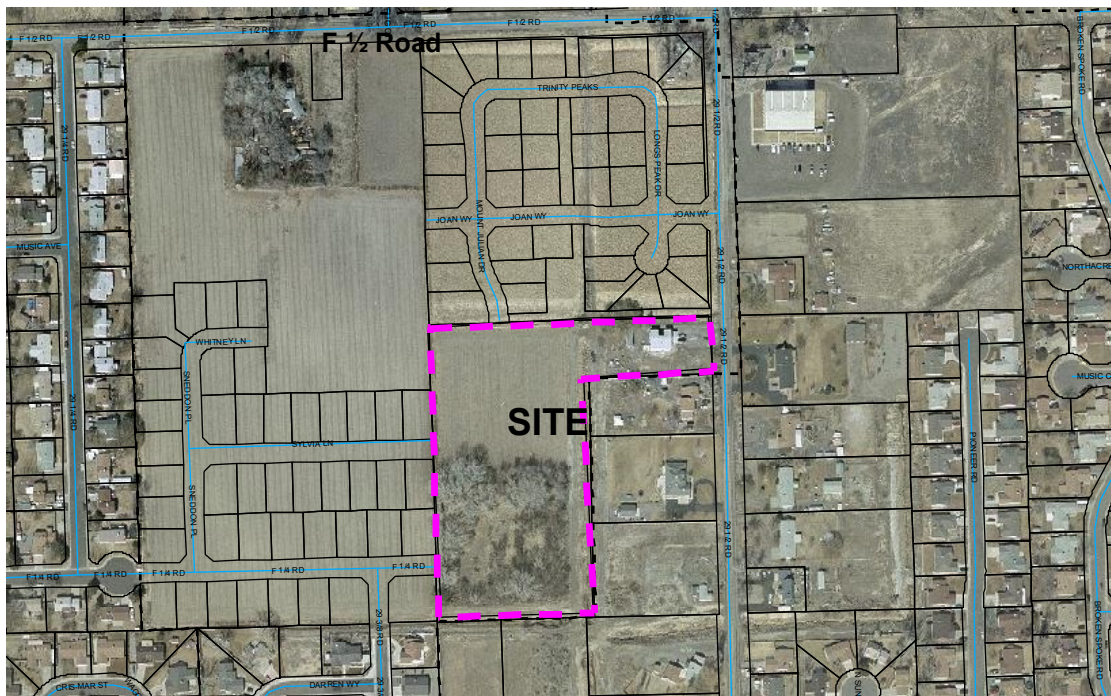
Site Location Map

Figure 1



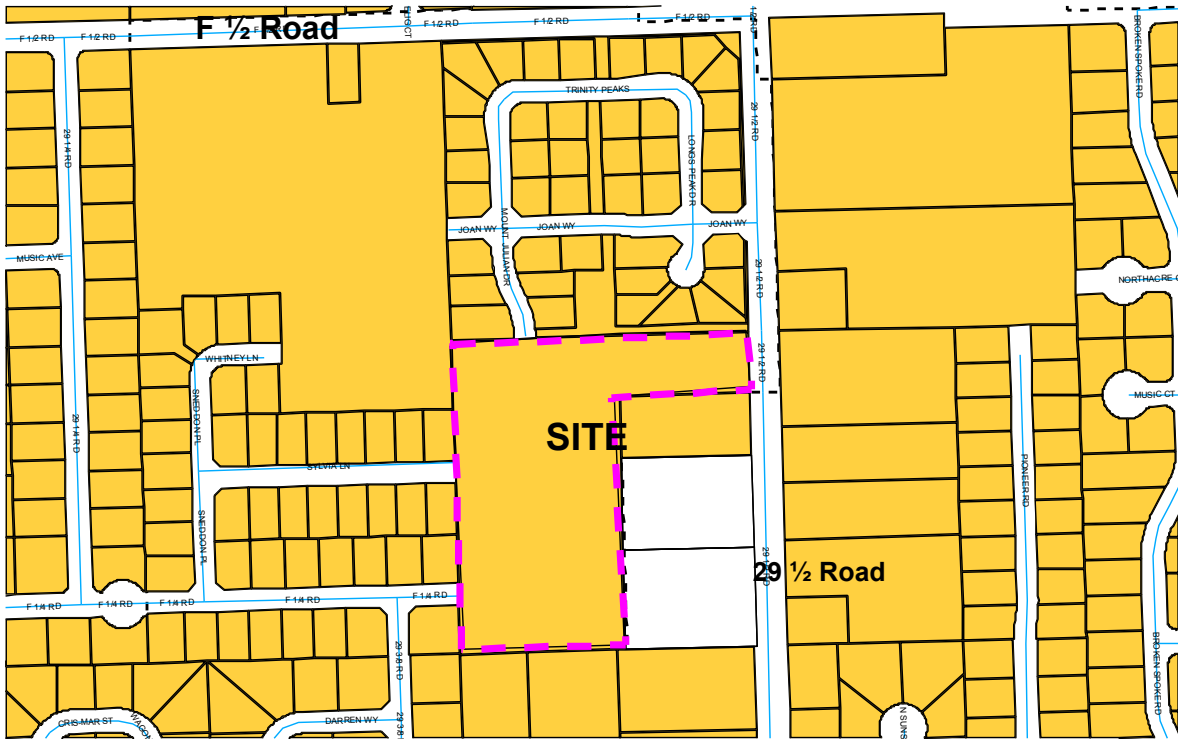
Aerial Photo Map

Figure 2



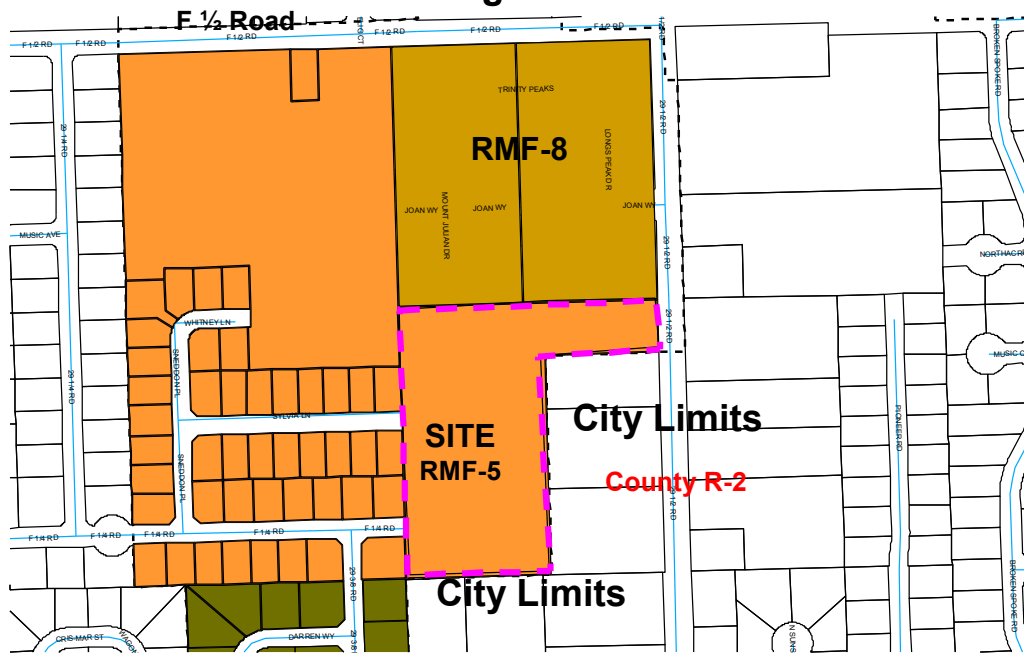
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE VACATING A PUBLIC ROAD RIGHT-OF-WAY LOCATED
AT 641 29 ½ ROAD**

Recitals:

A request to vacate the 25 foot public right-of-way, located on the west side of the Marchum Drain. Approval of the right-of-way vacation is conditioned upon the recordation of the vacation ordinance concurrently with the final plat for the Forrest Run Subdivision.

The City Council finds that the request to vacate the herein described right-of-way is consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Zoning Code to have been met, and recommends that the vacation be approved as requested subject to the condition that the vacation ordinance concurrently with the final plat for the Forrest Run Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

1. The following described right-of-way is hereby vacated:

A strip of land situated in the SE ¼ NE ¼ SW ¼ Section 5, Township 1 South, Range 1 East of the Ute Meridian in Lot 1, Holton's Haciendas, as recorded in Plat Book 13 Page 485 in the records of the Office of the Mesa County Clerk and recorder, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

That strip of land designated as a 25-foot Easement, Operation and Maintenance Road on the west side of a 35-foot Drainage Easement running generally north and south as shown in said Lot 1, Holton's Haciendas, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the north line of said Lot 1 whence the northeast corner of said Lot 1 bears S89°59'58"E, a distance of 309.30 feet with all other bearings contained herein being relative thereto; thence, S00°10'17"W along the east boundary of said 25-foot Easement, Operation

and Maintenance Road, a distance of 659.82 feet to the south line of said Lot 1; thence, 89°59'16"W along said south line, a distance of 25.00 feet to the west line of said 25-foot Easement, Operation and Maintenance Road; thence N00°10'17"E along said west line, a distance of 659.83 feet to the north line of said Lot 1; thence S89°59'58"E along said north line, a distance of 25.00 feet to the POINT OF BEGINNING; containing 16,496 square feet or 0.38 acres by these measures.

As depicted on Exhibit "A" attached to this ordinance.

Introduced for first reading on this 20th day of July, 2005.

PASSED and ADOPTED this ____ day of _____, 2005.

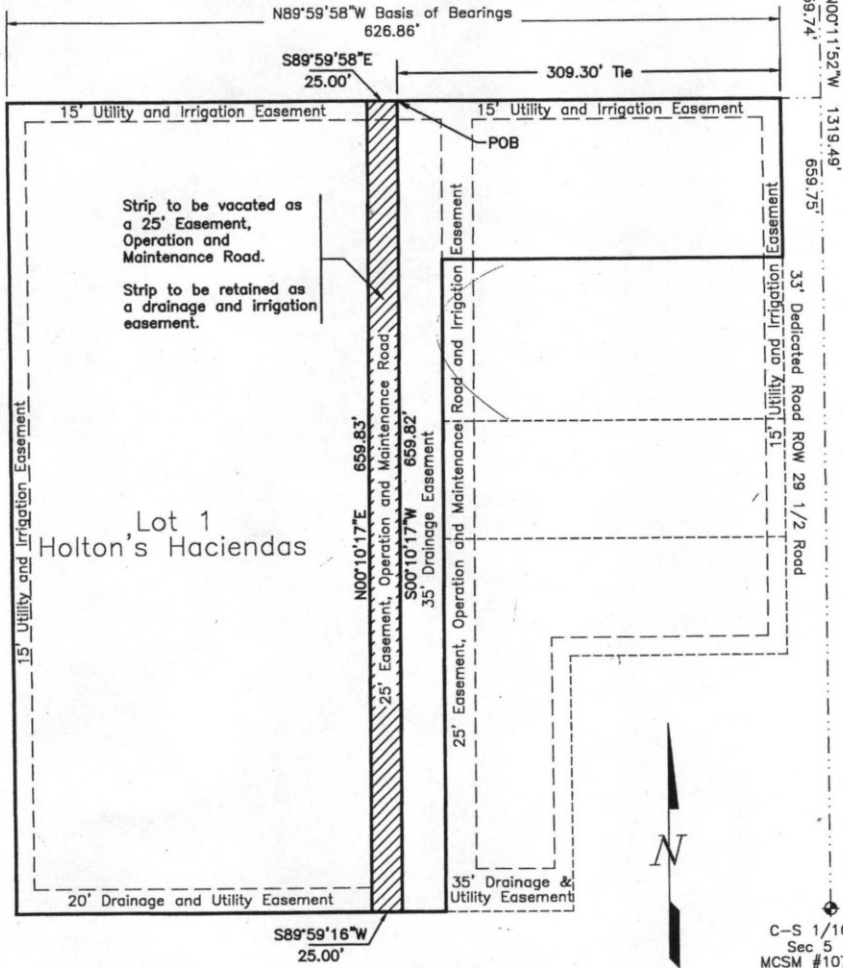
ATTEST:

President of City Council

City Clerk

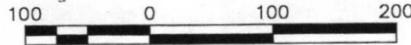
C 1/4
Sec 5
MCSM #58

A Portion of SE 1/4 NE 1/4 SW 1/4 Sec. 5
Township 1 South, Range 1 East, Ute Meridian
in Lot 1, Holton's Haciendas, City of Grand Junction
County of Mesa, State of Colorado



SURVEYORS CERTIFICATE

I hereby certify that I was in responsible charge of the survey represented by this Exhibit and that it was prepared from a field survey completed by me or under my direct supervision.
Robert A. Larson PLS 31160



SCALE 1" = 100'

Found Section Cor

Basis of Bearing: NE Cor. Lot 1, Holton's Haciendas to NW Cor Lot 1, Holton's Haciendas bears N89°59'58"W.

EXHIBIT "A"

James L. & Rosalee Holton Parcel No. 2943-053-56-00

Operation and Maintenance Road Vacation
Drainage and Irrigation Easement Dedication

Attach 10

Public Hearing Zoning the Pear Park School Annex, Location at 2927 and 2927 ½ D ½ Road to CSR

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Zoning of the Pear Park School Annexation located at 2927 and 2927 ½ D ½ Road.						
Meeting Date	August 3, 2005						
Date Prepared	July 28, 2005				File #ANX-2005-125		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Hold a public hearing and consider final passage of the Zoning ordinance to zone the Pear Park School Annexation CSR, located at 2927 and 2927 ½ D ½ Road. The Pear Park School Annexation consists of 2 parcels on 20.42 acres and the zoning being requested is CSR.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the zoning ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		2927 and 2927 ½ D ½ Road	
Applicants:		Owner: City of Grand Junction – Dave Thornton	
Existing Land Use:		Single Family Residential / Agricultural	
Proposed Land Use:		Elementary School / Public Park	
Surrounding Land Use:	North	Single Family Residential / Agricultural	
	South	Single Family Residential / Agricultural	
	East	Single Family Residential / Agricultural	
	West	Single Family Residential / Agricultural	
Existing Zoning:		County PUD – undeveloped	
Proposed Zoning:		City CSR	
Surrounding Zoning:	North	County RSF-R, RSF-E; City RSF-4, I-1	
	South	County RSF-R	
	East	County RSF-R	
	West	County RSF-R	
Growth Plan Designation:		Current: Residential Medium 4-8 du/ac With GPA: Public	
Zoning within density range?	X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the CSR district is consistent with the Growth Plan intensity of Public. The existing County zoning is PUD. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

1. The existing zoning was in error at the time of adoption;

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criterion is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

3. The proposed zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: The request will not create any adverse impacts and is compatible with the neighborhood. Any issues that do arise with development of the site will be handled through the review process.

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Response: The proposed zoning is consistent with the Goals and policies of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

7. The community or neighborhood will benefit from the proposed zone.

Response: The zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

PLANNING COMMISSION RECOMMENDATION:

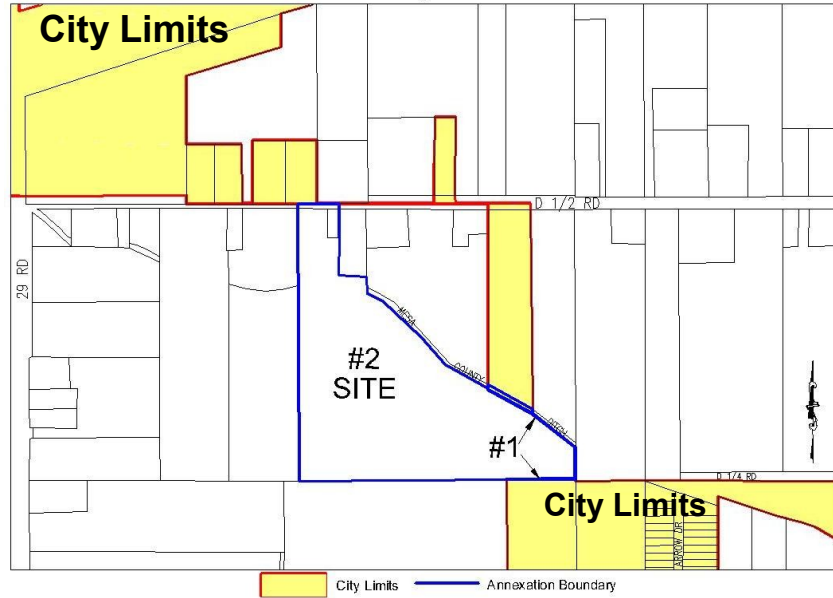
The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the CSR district to be

consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

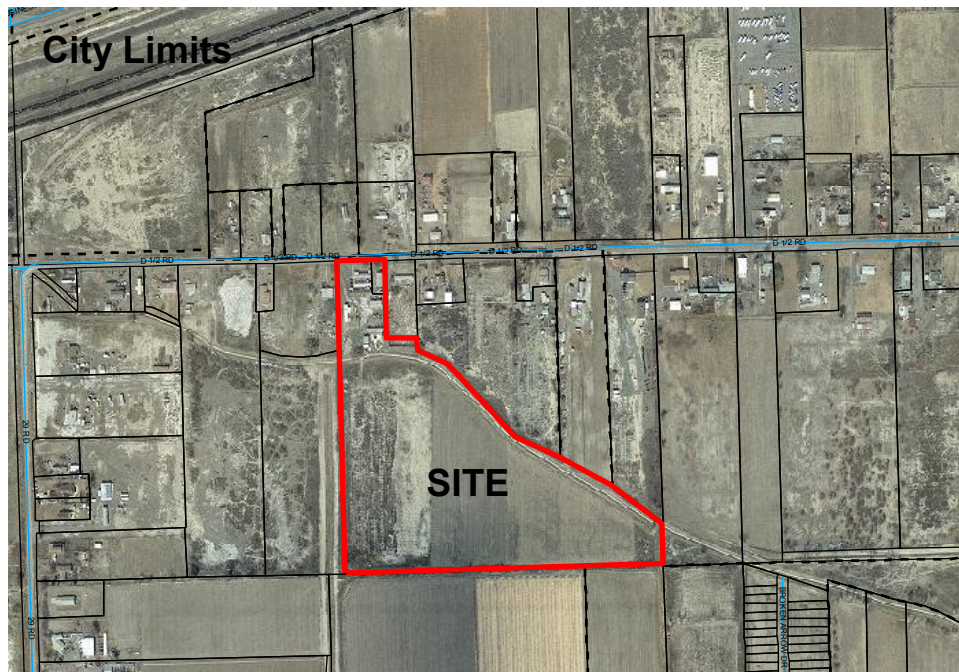
Figure 1

Pear Park School Annexations #1 & #2
Figure 5



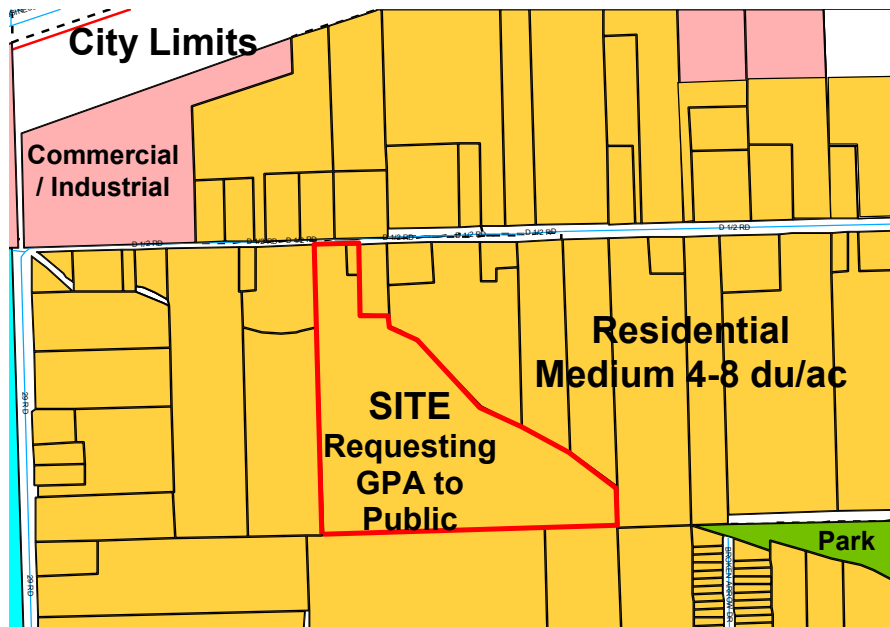
Aerial Photo Map

Figure 2



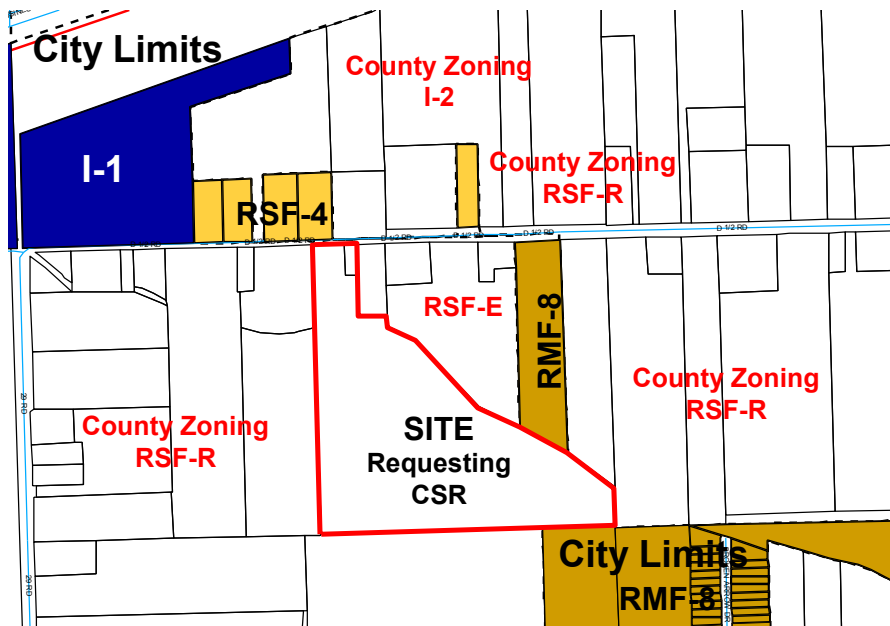
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE PEAR PARK SCHOOL ANNEXATION TO
CSR**

LOCATED AT 2927 AND 2927 ½ D ½ ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Pear Park School Annexation to the CSR zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the CSR zone district be established.

The Planning Commission and City Council find that the CSR zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND
JUNCTION THAT:**

The following property shall be zoned CSR

Pear Park School Annexation No. 1

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW1/4) of Section 17, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 SW 1/4 of said Section 17, and assuming the South line of the NE 1/4 SW 1/4 of said Section 17 to bear S89°59'26"W with all bearings contained herein relative thereto; thence from said Point of Beginning S89°59'26"W along the South line of the NE 1/4 SW 1/4 of said Section 17 a distance of 334.50 feet; thence N00°00'34"W a distance of

5.00 feet; thence N89°59'26"E along a line being 5.00 feet North of and parallel with the South line of the NE 1/4 SW 1/4 of said Section 17 a distance of 329.50 feet; thence N00°00'25"W along a line being 5.00 feet West of and parallel with the East line of the NE 1/4 SW 1/4 of said Section 17 a distance of 160.48 feet; thence N58°21'28"W along a line being 5.00 South of and parallel with the centerline of the Grand Valley Canal a distance of 477.96 feet; thence N00°02'58"E a distance of 5.88 feet to said centerline of the Grand Valley Canal; thence S58°21'28"E along said centerline of the Grand Valley Canal a distance of 483.84 feet to the East line of the NE 1/4 SW 1/4 of said Section 17; thence S00°00'25"E along the East line of the NE 1/4 SW 1/4 of said Section 17 a distance of 168.27 feet to the Point of Beginning.

Said parcel contains 0.11 acres (4,886 square feet) more or less as described.

Pear Park School Annexation No. 2

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of the NE 1/4 SW 1/4 of said Section 17, and assuming the South line of the NE 1/4 SW 1/4 of said Section 17 to bear S89°59'26"W with all bearings contained herein relative thereto; thence from said Point of Commencement S89°59'26"W along the South line of the NE 1/4 SW 1/4 of said Section 17 a distance of 334.50 feet to the Southwest corner of Pear Park School Annexation No. 1, also being the Point of Beginning; thence continuing S89°59'26"W along the South line of the NE 1/4 SW 1/4 of said Section 17 a distance of 984.46 feet to the Southwest corner of the NE 1/4 SW 1/4 of said Section 17; thence N00°07'35"W along the West line of the NE 1/4 SW 1/4 of said Section 17 a distance of 1319.08 feet to the South line of Siena View Annexation No. 2, Ordinance No. 3501, City of Grand Junction; thence N89°59'38"E along the South line of said Siena View Annexation No. 2 also being a line being 2.00 feet South of and parallel with the North line of the NE 1/4 SW 1/4 of said Section 17 a distance of 200.29 feet; thence S00°09'17"E a distance of 357.98 feet; thence N89°58'18"E a distance of 130.00 feet; thence S00°09'17"E a distance of 74.96 feet more or less to the South line of the Grand Valley Canal; thence along said South line of the Grand Valley Canal the following four (4) courses: (1) S00°09'17"E a distance of 78.38 (2) S46°01'52"E a distance of 249.36 feet; (3) S42°08'07"E a distance of 169.97 feet; (4) S58°21'28"E a distance of 251.21 feet to the Northwest corner of said Pear Park School Annexation No. 1; thence S00°02'58"E along the West line of said Pear Park School Annexation No. 1 a distance of 5.88 feet; thence S58°21'28"E along the South line of said Pear Park School Annexation No. 1 a distance of 477.96 feet; thence S00°00'25"E along a line being 5.00 feet West of and parallel with the West line of the NE 1/4 SW 1/4 of said Section 17 a distance of 160.48 feet;

thence S89°59'26"W along a line being 5.00 feet North of and parallel with the West line of the NE 1/4 SW 1/4 of said Section 17 a distance of 329.50 feet; thence S00°00'34"E a distance of 5.00 feet to the Point of Beginning.

Said parcel contains 20.19 acres (879,403 square feet) more or less as described.

Introduced on first reading this 20th day of July, 2005 and ordered published.

Adopted on second reading this 3rd day of August, 2005.

Mayor

ATTEST:

City Clerk

Attach 11

Purchase of Property at 600 Noland Avenue for the Riverside Parkway Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Purchase of Property at 600 Noland Avenue for the Riverside Parkway Project					
Meeting Date	August 3, 2005					
Date Prepared	July 28, 2005				File #	
Author	Trent Prall Jim Shanks		Riverside Pkwy Project Manager Riverside Pkwy Program Manager			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: The City has entered into a contract to purchase right-of-way at 600 Noland Avenue from The Sterling Company. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

Budget: Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this right-of-way:

2005 Right-of-Way Budget	\$10,000,000
2005 Right-of-Way Related Expenses to Date:*	\$7,487,000
Costs Related to this Right-of-Way Purchase:	
Purchase Price	\$380,120
Estimated Moving Costs (tenant)	\$15,584
Estimated relocation benefits (tenant)	\$13,975
Closing Costs	\$3,500
Environmental Inspections	\$3,500
Asbestos Removal	\$5,000
Demolition and Misc environmental cleanup	\$5,000
Total Costs Related to This Request	\$426,679
2005 Remaining Right-of-Way Funds	\$2,086,321
Total Project Budget	\$91,495,000
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,486,000
Other Prelim. Engineering (Admin / Stipends / Attorneys)	\$3,115,000
Utility Relocations / Street Lights	\$4,500,000
Final Design	\$2,994,000
Construction	\$52,000,000
Construction Oversight	\$4,400,000
Right-of-Way Land Purchases and Relocations (Project inception to date: \$10,972,334)	\$19,000,000
Total Estimated Project Costs	\$91,495,000
Remaining Funds / Contingency	\$0
*Includes 758 Struthers Ave (\$60,000) approved by Council 7/20/05	

Action Requested/Recommendation: Adopt a Resolution authorizing the purchase of property at 600 Noland Avenue from The Sterling Company.

Attachments: 1. Proposed Resolution.

Background Information: On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

The subject properties include the following:

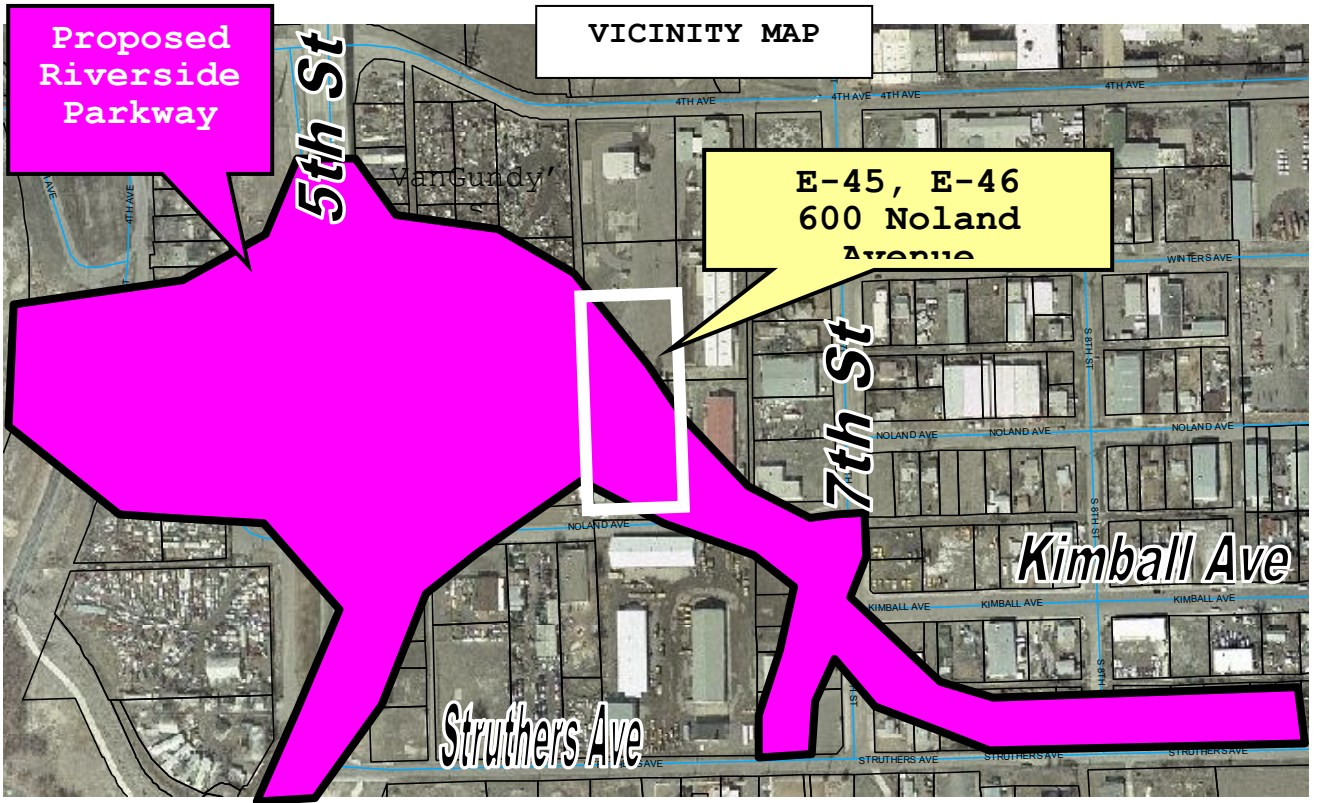
Project Parcel	Assessor Number	Address	Zoned	Current use	Lot Size	ROW Reqd (Sq Ft)	Remnant Property	
E-45	2945-232-02-015	None	C-2	Vacant / truck driver school	68,433	678	67,755	
E-46	2945-232-02-026	600 Noland Ave	C-2	5,950 SF shop/office/residential building const in 1935	62,726	39,422 ROW +6,162 Easement	13,450	
		Total square footage				131,159	678	81,205
		Total acreage				3.01	0.02	1.86

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. City staff, as well as the City's real estate consultant HC Peck and Associates, Inc., reviewed the independently prepared appraisal and believes that the purchase price of \$380,120 for The subject property is indicative of the fair market value. The City's appraisal estimated the property value at \$380,120. The owner elected not to obtain an appraisal.

Closing is set for to occur on or before August 31, 2005.

Staff recommends this purchase as it is necessary for the construction of the proposed Riverside Parkway.



RESOLUTION NO. _____
 A RESOLUTION AUTHORIZING THE PURCHASE OF RIGHT-OF-WAY
 AT 600 NOLAND AVE FROM THE STERLING COMPANY

Recitals.

A. The City of Grand Junction has entered into a contract with The Sterling Company, for the purchase by the City of certain right-of-way located within the proposed alignment of the Riverside Parkway:

Project Parcel	Assessor Number	Address	Zoned	ROW Reqd (Sq Ft)
E-45	2945-232-02-015	None	C-2	678
E-46 and RE-46B	2945-232-02-026	600 Noland Ave	C-2	49,276
		Total square footage		49,954
		Total acreage		1.15

B. The purchase contract provides that on or before August 3, 2005, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the right-of-way.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase the right-of-way at 600 Noland Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

1. The above described right-of-way shall be purchased for a price of \$380,120. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said right-of-way which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. The sum of \$380,120 is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described right-of-way.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described right-of-way. Specifically, City staff is directed to effectuate this Resolution and the existing Memorandum of Agreement, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this _____, 2005.

President of the Council

Attest:

City Clerk

Attach 12

Purchase of Property at 912 Struthers Avenue for the Riverside Parkway Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Purchase of Property at 912 Struthers Ave for the Riverside Parkway Project					
Meeting Date	August 3, 2005					
Date Prepared	July 28, 2005				File #	
Author	Jim Shanks Trent Prall		Riverside Pkwy Program Manager Riverside Pkwy Project Manager			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: The City has entered into a contract to purchase the property at 912 Struthers Avenue from James P. Jeffryes. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Budget: Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

2005 Right-of-Way Budget	\$10,000,000
2005 Right-of-Way Related Expenses to Date:*	\$7,487,000
Costs Related to this Property Purchase:	
Purchase Price	\$84,000
Estimated Moving Costs (owner)	\$0
Closing Costs	\$1,500
Environmental Inspections	\$0
Asbestos Removal	\$0
Demolition and Misc environmental cleanup	\$0
Total Costs Related to This Request	\$85,500
2005 Remaining Right-of-Way Funds	\$2,427,500
Total Project Budget	\$91,495,000
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,486,000
Other Prelim. Engineering (Admin / Stipends / Attorneys)	\$3,115,000
Utility Relocations / Street Lights	\$4,500,000
Final Design	\$2,994,000
Construction	\$52,000,000
Construction Oversight	\$4,400,000
Right-of-Way Land Purchases and Relocations (Project inception to date: \$10,139,989)	\$19,000,000
Total Estimated Project Costs	\$91,495,000
Remaining Funds / Contingency	\$0
*Includes Crouch (\$257,500) approved by Council 7/6/05	

Action Requested/Recommendation: Adopt a Resolution authorizing the purchase of property at 912 Struthers Avenue from James P. Jeffryes.

Attachments:

1. Proposed Resolution.

Background Information: On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

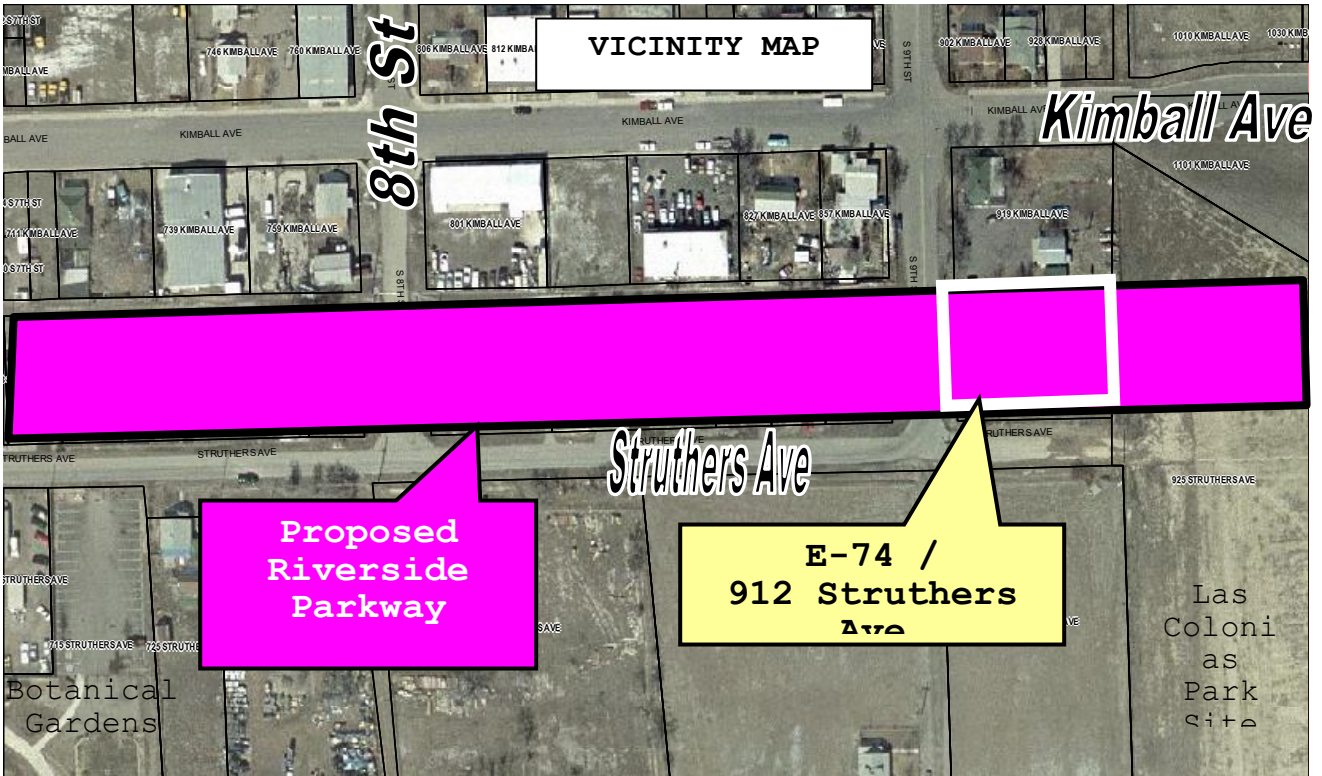
The property to be purchased is located east of 9th Street along Struthers Ave just west of the Las Colonias Park site. The subject property contains 0.432 acres of C-2 zoned vacant land.

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. City staff, as well as the City's real estate consultant HC Peck and Associates, Inc., reviewed the independently prepared appraisal that valued the property at \$79,200. The owner received an appraisal that estimated the value at \$92,000. An administrative settlement was reached at \$84,000.

Closing is set for to occur on or before August 31, 2005.

Staff recommends this purchase as it is necessary for the construction of the proposed Riverside Parkway.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
AT 912 STRUTHERS AVENUE FROM THE JAMES P. JEFFRYES

Recitals.

- A. The City of Grand Junction has entered into a contract with James P. Jeffryes, for the purchase by the City of certain real property located within the proposed alignment of the Riverside Parkway. The street address of the property is 912 Struthers Avenue and the Mesa County Assessor parcel number is 2945-231-17-016, designated as Project Parcel No. E-74.
- B. The purchase contract provides that on or before August 3, 2005, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the property.
- C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase the property at 912 Struthers Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

1. The above described property shall be purchased for a price of \$84,000. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.
2. Said \$84,000 is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described property.
3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract to Buy and Sell Real Estate, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this _____ day of _____
_____, 2005.

President of the Council

Attest:

City Clerk

Attach 13

Initiation of Condemnation Proceedings for the Acquisition of 2403 River Road for the Riverside Parkway Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Determining the Necessity of and Authorizing the Acquisition of Real Estate by the Initiation of Condemnation Proceedings, etc. for the Riverside Parkway Project (BJ Services)					
Meeting Date	August 3, 2005					
Date Prepared	July 28, 2005				File #	
Author	Jim Shanks Trent Prall		Riverside Pkwy Program Manager Riverside Pkwy Project Manager			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The proposed resolution will authorize the City to initiate condemnation proceedings to acquire a portion of a parcel at 2403 River Road. The City needs 348 sq. ft. of right-of-way at the northwest corner of the property for the Parkway project and a 2,001 sq. ft. multipurpose easement.

Budget: Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this right-of-way:

2005 Right-of-Way Budget	\$10,000,000
2005 Right-of-Way Related Expenses to Date:	\$7,487,000
Costs Related to this Property Purchase:	
Estimated Purchase Price	\$2,360
Total Costs Related to This Request	\$2,360
2005 Remaining Right-of-Way Funds	\$2,510,640
Total Project Budget	\$91,495,000
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,486,000
Other Prelim. Engineering	\$3,115,000
Utility Relocations / Street Lights	\$4,500,000
Final Design	\$2,994,000
Construction	\$52,000,000
Construction Oversight	\$4,400,000
Right-of-Way & Land Purchases and Relocations	\$19,000,000
Total Estimated Project Costs	\$91,495,000
Remaining Funds / Contingency	\$0
*Includes Crouch (\$257,500) approved by Council 7/6/05	

Action Requested/Recommendation: Pass and adopt proposed resolution.

Attachments:1. Proposed Resolution.

Background Information: On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

The City Council has adopted details, plans, schedules and funds for the construction of the Riverside Parkway. Acquisition of the right-of-way at 2403 River Road is required to complete the 25 Road overpass.

Negotiations to purchase the subject right-of-way began on January 20, 2005. At that time the City had completed a value finding instead of obtaining an appraisal as the estimated compensation was less than \$20,000. The City's value finding estimated the fair market value of the portion of the subject property needed to be \$2,360 and that is the amount the City initially offered to purchase the subject right-of-way.

On April 25, 2005, the City gave the owners a final offer letter to purchase the subject right-of-way for the sum of \$2,360. The final offer letter states that if it is necessary to acquire the subject right-of-way through litigation, the City reserves the right to present evidence based upon the amount of just compensation as determined by its appraiser. The owners have not accepted the City's final offer.

To facilitate the construction schedule for Riverside Parkway, 2403 River Road must be available by December 1, 2005. As a result, staff is suggesting Council direction on the issue will be required on August 3, 2005, allowing the statutory time necessary to secure a court date and obtain immediate possession. The City and the owners may continue to attempt to reach a settlement until a valuation hearing is held.

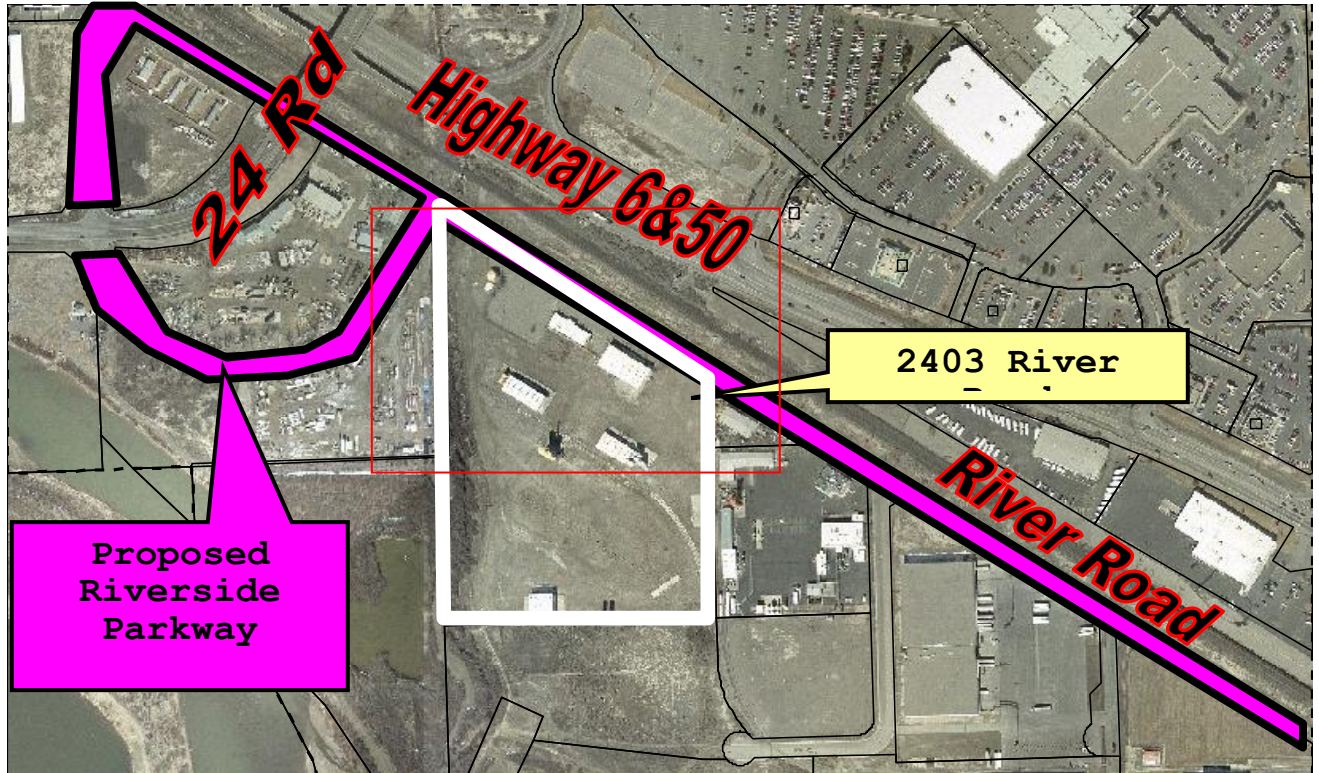
The subject property is located just east of 24 Road on the south side of River Road. The property is owned by AVTAX INC Western Company of North America, also known as BJ Services.

The subject property contains 17.02 acres of I-2 zoned land area of which the project requires 348 square feet for right of way and an additional 2001 square feet for a multipurpose easement on the northwest corner of the property.

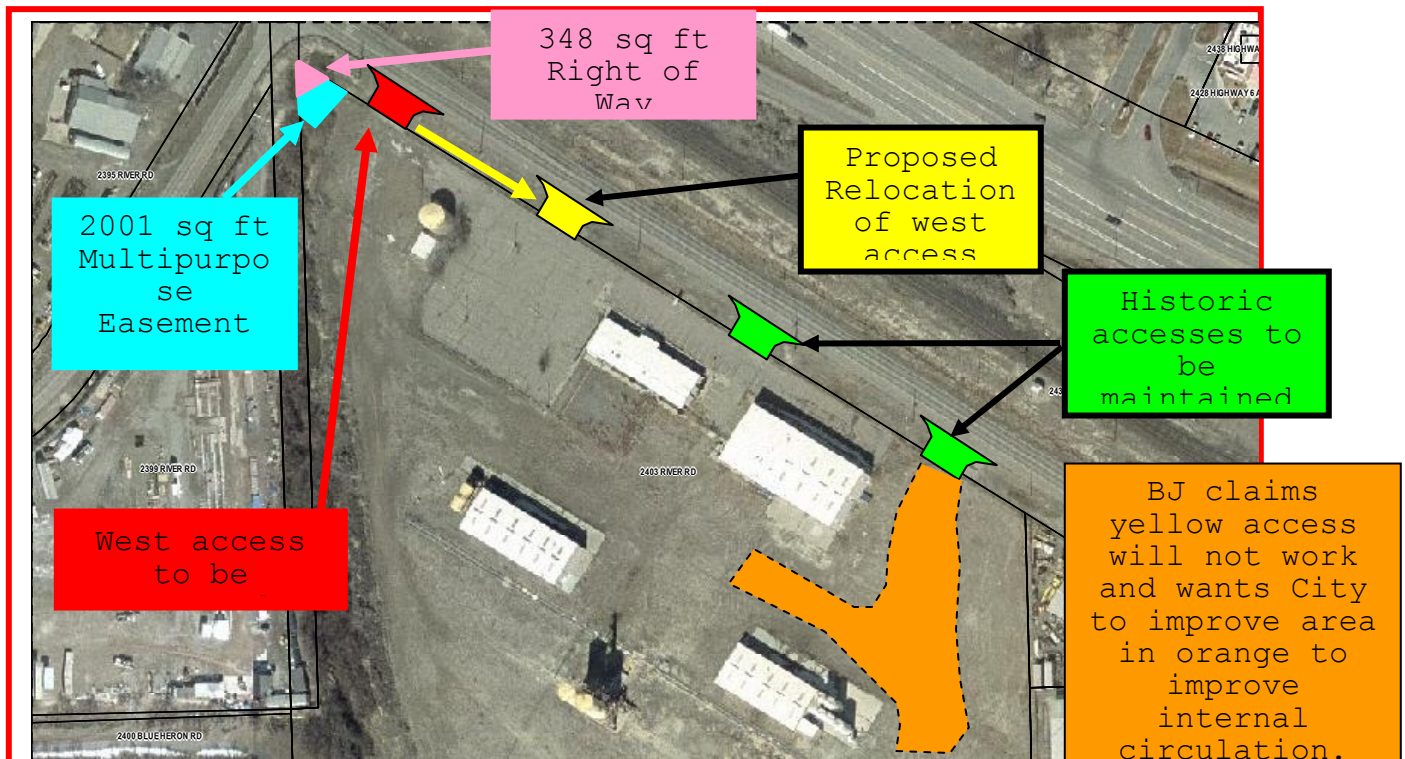
A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated for the portion of property needed for the Parkway.

BJ Services primary contention is the impact that the Riverside Parkway project has on their operations by relocating their western most entrance (shown in red) to a point 150 feet east (shown in yellow). BJ Services claims that the proposed access will not work. They want to widen the historic eastern most access and then have the City “cure” the loss of access by constructing an all weather surface to help internal circulation that is estimated at \$60,000. Under federal and state policy, no additional compensation is due.

VICINITY MAP



RIGHT OF WAY AND MULTIPURPOSE LOCATION MAP



RESOLUTION NO. _____

**A RESOLUTION DETERMINING THE NECESSITY OF
AND AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY,
BY EITHER NEGOTIATION OR CONDEMNATION,
FOR MUNICIPAL PUBLIC FACILITIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND
JUNCTION, COLORADO:

Section 1. It is hereby determined that it is necessary to the public health, safety and welfare that certain property be acquired for public street, sidewalk, parking, utility and drainage purposes. The necessary property as hereafter described in Section 3, is to be acquired by negotiation and purchase if possible; provided, however, the condemnation of said property is hereby specifically approved and authorized. The property sought to be acquired is to be used for municipal public purposes associated with the Riverside Parkway project.

Section 2. The City Attorney is hereby specifically authorized and directed to take all necessary legal measures, including condemnation, to acquire the property which is legally described and set forth in the following section, which is hereby determined to be necessary to be acquired to be used for public street, sidewalk, parking, utility and drainage purposes. The City Attorney is further authorized to request immediate possession of the parcels hereinafter set forth.

Section 3. Interest to be acquired: Fee simple absolute for the 348 sq. ft. of right of way and a 2001 sq. ft. multipurpose easement.

Owner of record: C/O AVTAX INC Western Company of North America

Legal Description:

Mesa County Tax Assessor 2945-092-11-002

LOT 2 BLUE HERON INDUSTRIAL PARK FILING NO 2 SEC 9 1S 1W

The interest to be acquired is undeveloped land as realty in accordance with Colorado law.

Section 4. The City Council hereby finds and resolves, in the event that acquisition by condemnation of the parcels described in this resolution is commenced, that immediate possession is necessary for the public health, safety and welfare, due to design and construction deadlines.

Section 5. The Charter authorizes this resolution and the actions described.
The resolution shall be effective upon an affirmative vote of a majority of the City Council considering it.

PASSED and ADOPTED this _____ day of _____
_____, 2005.

President of the Council

ATTEST:

City Clerk